

TWENTY-SECOND JUDICIAL DISTRICT COURT  
JUDICIAL EXPENSE FUND



---

COMPLIANCE AUDIT  
ISSUED JUNE 20, 2007

**LEGISLATIVE AUDITOR  
1600 NORTH THIRD STREET  
POST OFFICE BOX 94397  
BATON ROUGE, LOUISIANA 70804-9397**

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STEVE J. THERIOT, CPA  
LEGISLATIVE AUDITOR

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June 20, 2007

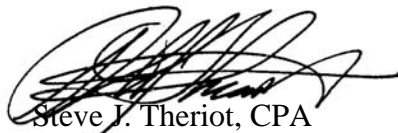
**MS. ADRIENNE STROBLE**  
**COURT ADMINISTRATOR**  
**TWENTY-SECOND JUDICIAL DISTRICT COURT**  
Covington, Louisiana

We have audited certain transactions of the Twenty-Second Judicial District Court Judicial Expense Fund. Our audit was conducted in accordance with Title 24 of the Louisiana Revised Statutes to determine the propriety of certain financial transactions.

Our audit consisted primarily of inquiries and the examination of selected financial records and other documentation. The scope of our audit was significantly less than that required by *Government Auditing Standards*; therefore, we are not offering an opinion on the Court's financial statements or system of internal control nor assurance as to compliance with laws and regulations.

The accompanying report presents our findings and recommendations as well as management's response. This correspondence is intended primarily for the information and use of management of the Twenty-Second Judicial District Court. Copies of this report have been delivered to the District Attorney for the Twenty-Second Judicial District Court of Louisiana and others as required by law.

Respectfully submitted,



Steve J. Theriot, CPA  
Legislative Auditor

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From January 2005 to January 2006, the Twenty-Second Judicial District Court (22<sup>nd</sup> JDC), through its contractor, Human Services Foundation (HSF), made 11 payments totaling \$16,500 to Mr. William Massimini, an HSF compliance officer, for work he either did not perform or could not provide documentation to support. Upon learning of the discrepancy, Judge Jim Lamz of the Slidell City Court requested documentation of Mr. Massimini's work. In an attempt to validate the payments, Mr. Massimini and Mr. Guice Giambrone, both independent contractors to HSF, submitted documentation containing what appears to be false information. In addition, Mr. Massimini's contract required him to log an average of 30 hours per week; however, no time records were kept. Therefore, the hours of work cannot be verified.

The 22<sup>nd</sup> JDC did not have or could not provide executed contracts with HSF during certain time periods that it paid HSF to provide drug court management services.

### **Compliance Officer**

In 1998, the 22<sup>nd</sup> JDC contracted with HSF to operate its adult and juvenile drug courts in Covington and at the Slidell City Court. The contract included providing administrative support to the courts and treatment services to the offenders. In April 2004, HSF hired Mr. Massimini, a full-time City of Slidell police officer, as its compliance officer. According to Ms. Ellen Calvert, Mr. Massimini's former supervisor at HSF, his duties included monitoring curfews, administering drug tests, and communicating with the drug court clients and their parents. Mr. Massimini's contract stated he was to receive a payment of \$1,500 per month and would be required to maintain and log an average of 30 hours per week in the course of completing his contractual duty of making contact with drug court clients. In November 2004, Mr. Massimini hired Mr. Keith Bowman, a City of Slidell police officer, to work the Covington area and agreed to pay him \$500 per month.

According to Mr. Massimini, Ms. Alicia Steudlein, the drug court case manager, provided him names of drug court clients that he was to visit. After contacting the clients, he documented the contact using handwritten reports or e-mails that he submitted to Ms. Steudlein or Ms. Calvert but failed to document his time as required by the contract. This practice continued until January 2005, at which time, according to Ms. Steudlein, he discontinued providing written reports and apparently visited fewer drug court clients.

Mr. Massimini's stated reason for discontinuing the written reports was the case managers rarely provided his reports to the judge, and when they did, the reports were not used. On May 24, 2006, Mr. Massimini wrote a letter to Ms. Adrienne Stroble, Court Administrator of the 22<sup>nd</sup> JDC, claiming that the case managers agreed it was acceptable for him to communicate the reports orally. Former HSF case managers Ms. Steudlein, Ms. Donna Arostegui and Ms. Christy Indest all stated they were unaware of that agreement.

Ms. Steudlein could only cite three instances in 2005, when Mr. Massimini completed any tasks she requested of him. Ms. Steudlein, Ms. Indest and Ms. Arostegui reported to their supervisor, Mr. Dickson, that Mr. Massimini and Mr. Bowman were not doing their jobs. Mr. Dickson stated that he told Mr. Massimini to "make sure he was doing the checks." Ms. Calvert, the

compliance officer's supervisor, also learned of the case managers' complaints but took no action against Mr. Massimini.

In November 2004, Judge Jim Lamz took control of the Slidell City Court but did not learn that a compliance officer was assigned to the court until January 2006. After learning the drug court employed a compliance officer through HSF, Judge Lamz requested documentation of work performed by the compliance officer during 2005. Mr. Guice Giambrone, an HSF employee, provided Judge Lamz with reports for January 2005 through May 2005, titled "Compliance Officer Report." The reports contained no names but referred to the drug court clients by number. No information was included to match client names to client numbers.

Compliance Officer Report Slidell Juvenile Drug Court			
Client #	Home Check?	Drug Tested?	CO Initials
1	1/3, 1/28	X	
2	1/7, 1/23		
3	1/12, 1/23	X	
4	1/9, 1/22	X	
5	1/13		
6	1/3, 1/28		
7	1/12, 1/21		
8	1/9, 1/13	X	
9	1/12, 1/28		
10	1/7, 1/23		
11	1/12, 1/21		
12	1/21, 1/28	X	
13	1/12, 1/23	X	
14	1/7, 1/23		
15	1/3, 1/28	X	
16	1/23, 1/28	X	
17	1/13, 1/22		
18	1/7, 1/23		
19	1/9	X	
20	1/7, 1/13	X	
21	1/13, 1/22		
21	1/3, 1/28	XX	
22	1/3, 1/28		
23	1/7, 1/23	X	
24	1/13		
25	1/7, 1/21		
26	1/13		
27	1/9, 1/28	X	
28	1/9, 1/28		
29	1/9, 1/13	XX	

NOTES:

Mr. David Dickson, a former HSF employee, stated that on the day Mr. Giambrone was to give the records to Judge Lamz, he was directed by Ms. Calvert to create the documentation the judge had requested. Mr. Dickson produced the reports and gave them to Mr. Giambrone, who provided them to Judge Lamz. According to Mr. Dickson, he designed the reports to be vague. The client numbers on the reports were never intended to correlate to any actual clients. According to Mr. Dickson, he created the paperwork because no documentation existed to support Mr. Massimini's work for 2005. Mr. Dickson may have violated Louisiana law when he created the reports and Mr. Giambrone may have violated Louisiana law when he submitted the reports.<sup>1</sup>

Judge Lamz was not satisfied with the "Compliance Officer Reports" provided by Mr. Giambrone, so he requested additional records for 2005. To fulfill that request, Mr. Giambrone asked Mr. Dickson for Mr. Massimini's narrative reports. Mr. Dickson e-mailed the 2004 reports to Mr. Giambrone, who provided them to Judge Lamz. Mr. Giambrone initially told Judge Lamz that the reports were unavailable because they were attached to Mr. Massimini's time sheets in storage. However, according to Judge Lamz, Mr. Giambrone contradicted himself by stating the reports were delivered to the Covington office but never forwarded to Slidell.

<sup>1</sup> R.S. 14:133 provides, in part, that filing false public records is the filing or depositing for record in any public office or with any public official, or the maintaining as required by law, regulation, or rule, with knowledge of its falsity, any forged document, any wrongfully altered document, or any document containing a false statement or false representation of a material fact.

After reviewing the reports, Judge Lamz's staff discovered that they were identical to reports submitted by Mr. Massimini in 2004, but with the dates changed to 2005. We reviewed the reports and compared them to drug court case files and found that Mr. Massimini reported:

1. Twenty-four instances of contacting juveniles after their termination from drug court
2. Four entries from August 29, 2005, the day that Hurricane Katrina passed through St. Tammany Parish
3. Ten entries for the seven days following Hurricane Katrina, when many juveniles had evacuated the area
4. Thirty-five entries with duplicate month, date, and text from the 2004 reports

We also interviewed 13 former drug court juveniles or their parents who were referenced in the compliance officer reports and found the following:

1. Nine juveniles denied the truthfulness of reports concerning their behavior.
2. At least four juveniles did not recognize Mr. Massimini's name or his photograph.
3. Two juveniles were unaware that a compliance officer was assigned to their cases.
4. Six juveniles knew they had a compliance officer and confirmed that either Mr. Massimini or someone else visited them while they were in the drug court program.

We discussed the discrepancies with Mr. Giambrone, who admitted that he generated the reports from existing computer files and that the reports contained "mistakes." Mr. Giambrone stated "2005" somehow replaced "2004" in each report entry as he was electronically editing the documents to put them in chronological order. He could offer no explanation as to how the changes occurred. Further, when presented with text entry changes in the documents, Mr. Giambrone was also unable to explain how the changes occurred. Mr. Giambrone may have violated Louisiana law (R.S. 14:133) when he submitted these reports.

After Judge Lamz learned of the problems with the narrative reports, he requested additional documentation of Mr. Massimini's work from HSF. During the same time period, an annual financial audit of the 22<sup>nd</sup> JDC was conducted. The auditors also requested documentation from HSF to support the compliance officer's work. Mr. Massimini submitted roster sheets to Ms. Stroble containing the names of both Slidell and Covington drug court participants from July 2005 through January 2006, but there was no detail or explanation of the date, time, or nature of any work performed. Mr. Giambrone submitted the same Slidell drug court rosters to Judge Lamz and both Slidell and Covington rosters to Ms. Stroble.



During an interview on October 17, 2006, Mr. Massimini stated that he prepared the rosters as he completed the work and submitted them to Ms. Calvert every month. He later stated in the same interview that he only submitted the forms to Ms. Calvert because the auditors requested them.

We compared the information in the rosters with drug court case files and found 21 conflicting entries for 12 juveniles including:

1. Contact with five juveniles before their acceptance into the drug court program
2. Contact with three juveniles or their parents while the juveniles were in an inpatient treatment facility or a detention center
3. Contact with one juvenile and his parents after his termination from the program
4. Contact with three juveniles before a case manager provided Mr. Massimini with the juveniles' names

Mr. Massimini stated that he filled out the Slidell rosters and that the Covington rosters were filled out by Mr. Bowman. When asked about a discrepancy on a Covington roster, Mr. Massimini blamed Mr. Bowman for recording inaccurate information. He stated that he could not verify the legitimacy of Mr. Bowman's forms because he did not adequately supervise Mr. Bowman.

Mr. Massimini confirmed that the Slidell rosters were made in his own handwriting and that he submitted them to Ms. Stroble. He was unable to explain why certain juveniles appeared on his Slidell rosters before their acceptance into drug court. He offered the possibility that some of the juveniles entered drug court, exited and re-entered at a later date. Ms. Steudlein and Ms. Arostegui reviewed court records for such juveniles and determined that Mr. Massimini's explanation was not reasonable. Mr. Massimini stated that the rosters for January 2005 through June 2005 were in storage at his home and he would retrieve and provide those records. However, he never made those records available. Mr. Massimini may have violated Louisiana law (R.S. 14:133) when he submitted these reports.

During an interview on October 19, 2006, Mr. Bowman stated that he and Mr. Massimini filled out the roster sheets at the Slidell Police Department several months after Hurricane Katrina, not at the time the work was done as Mr. Massimini had previously stated. Mr. Bowman resigned as compliance officer in October 2005, but assisted Mr. Massimini in completing the forms, although he stated he had never seen or used them before. Mr. Bowman stated that Mr. Massimini never told him why the forms needed to be completed. He used old records he had retained and information provided by Mr. Massimini to fill out the forms. When asked, Mr. Bowman provided no explanation of how or why juveniles appeared on the rosters before their acceptance into the drug court program.

Mr. Bowman explained that he resigned as compliance officer because he was not paid in a timely manner. He did not receive payment for work done in September 2005 until December 2005. Mr. Bowman stated that Mr. Massimini offered him \$1,000 for working in October and November, but he refused to accept the money because he knew he did not deserve it.

In addition to the narrative reports and rosters, HSF provided billing invoices to the 22<sup>nd</sup> JDC to support Mr. Massimini's work. Ms. Calvert stated that Mr. Massimini submitted the invoices every month so he could be paid. Mr. Massimini, however, stated that he did not create and has never seen the invoices, which displayed his address incorrectly.

During our interview with Mr. Massimini, he voluntarily offered to repay the money that he received from HSF if doing so would "clear" his name.

### **Contracts**

HSF provided drug court administrative services to the 22<sup>nd</sup> JDC from 1998 to 2006. We requested a copy of all contracts from 2004 to date but only received executed contracts between the two parties for the period January 1, 2004, to June 30, 2005. Neither the 22<sup>nd</sup> JDC nor HSF could provide a signed contract for the period July 1, 2005, to June 30, 2006. Ms. Stroble asked Ms. Calvert and Mr. Giambrone for executed versions of the contracts but was told that HSF has no executed copies. Ms. Stroble was also unable to locate executed copies of the contracts in the court files. HSF no longer operates drug court in the 22<sup>nd</sup> JDC or in the Slidell City Court.

This report has been provided to the District Attorney of the 22<sup>nd</sup> JDC. The actual determination as to whether an individual is subject to formal charge is at the discretion of the District Attorney.

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We recommend that the 22<sup>nd</sup> JDC:

- (1) establish and maintain current contracts with its contractors;
- (2) establish and maintain current contracts with the compliance officer;
- (3) adopt clearly specified job duties in written form for the compliance officer position;
- (4) institute a policy requiring that the drug court compliance officer submit detailed time sheets and narrative reports describing his/her contact with drug court participants;
- (5) require the compliance officer to attend staffing meetings with the drug court team; and
- (6) have the District Attorney for the 22<sup>nd</sup> JDC review this information and take appropriate legal action, to include seeking restitution.

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The 22<sup>nd</sup> JDC covers the parishes of Washington and St. Tammany. The district operates courts in both Franklinton and Covington. The Judicial Expense Fund of the Court was established under the provisions of the Louisiana Legislative Act 553 in 1980. The act specifies that the clerks of court and the sheriffs of St. Tammany and Washington shall collect a fee, limited by laws as to the amount, for each civil suit and criminal case filed within the Court's jurisdiction. The clerks of court and the sheriffs of the Parishes of St. Tammany and Washington shall place all sums collected or received under this Act in a separate account to be designated as the Judicial Expense Fund for the Court in depositories to be designated by the judges of the Court, en banc.

The judges, en banc, shall have control over the fund and all disbursements made therefrom. The Judicial Expense Fund was established and may be used for any purpose or purposes connected with, incidental to, or related to the proper administration or function of the Court or the offices or the individual judges and is in addition to any and all other funds, salaries, expenses or monies authorized by law. Regular judges' salaries are not allowed to be paid out of the judicial expense fund.

The procedures performed during this examination consisted of:

- (1) interviewing employees and officials of the 22<sup>nd</sup> JDC and HSF;
- (2) interviewing other persons as appropriate;
- (3) examining selected documents and records of the 22<sup>nd</sup> JDC and HSF;
- (4) performing observations; and
- (5) reviewing applicable state laws and regulations.

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# Twenty-Second Judicial District Court Response





**Twenty-Second Judicial District Court**  
**State of Louisiana**



ST. TAMMANY  
WASHINGTON  
PARISHES

ADRIENNE A. STROBLE  
COURT ADMINISTRATOR

astroble@stpgov.org

May 16, 2007

Mr. Steve J. Theriot, CPA  
State of Louisiana  
Legislative Auditor  
P.O. Box 94397  
Baton Rouge, LA 70804-9397

Re: 22nd Judicial District Court—Judicial Expense Fund  
Compliance Audit Findings

Dear Mr. Theriot:

On May 8, 2007, Mr. Boulton and Mr. Stamper of your office briefed the judges of the 22nd Judicial District Court and of the Slidell City Court on their compliance audit findings related to the operations of our drug court program. Attached are the Court's responses to those findings. The judges and court administration appreciate the time and attention given this matter by your office, and will comply with all recommendations.

Sincerely,

A handwritten signature in black ink, appearing to be "AS", written over a horizontal line.

Adrienne Stroble  
Court Administrator

attachments

**Recommendation:** Institute a policy requiring that the drug court compliance officer submit detailed timesheets and narrative reports describing his contact with drug court participants.

**Response:** The 22nd Judicial District Court requires the compliance officer to report to the case manager his contacts with drug court participants pursuant to the duties described in Compliance Officer Duties. Attached are

10) E-mail communications from compliance officer to case manager reporting client contacts

11) Reports summarizing client contacts

**Recommendation:** Require the compliance officer to attend staffing meetings with the drug court team.

**Response:** The 22nd Judicial District Court requires the compliance officer to attend at least one staffing meeting per month with the juvenile drug court judge. See Compliance Officer Duties.

**Recommendation:** The District Attorney for the 22nd Judicial District review this information and take appropriate legal action, to include seeking restitution.

**Response:** On August 28, 2006, the 22nd Judicial District Court submitted to the District Attorney the findings of the 22nd Judicial District Court Audit for the Year 2005 and the Court's responses thereto. On April 27, 2007, the 22nd Judicial District Court submitted to the District Attorney the findings of the Louisiana Department of Social Services and the Court's responses thereto regarding these same issues and additional issues. The Court administrator has been interviewed by the District Attorney's Office regarding these issues. The Court will continue to provide the District Attorney's Office with all documents and information deemed necessary by that office. Attached are

12) Letter to District Attorney's Office Dated 08/28/06

13) Letter to District Attorney's Office Dated 04/27/07

The 22nd Judicial District Court is committed to undertaking any action necessary to seek the return of \$16,500 representing the total paid to Mr. Massimini for undocumented or unperformed work.

**22nd Judicial District Court  
Recommendations and Responses to  
Legislative Auditor  
Compliance Audit  
May 8, 2007**

**Recommendation:** Establish and maintain current contracts with its contractors.

**Response:** As of July 1, 2006, the 22nd Judicial District Court has written contracts with all contractors. The following contracts are attached:

- 1) Florida Parishes Human Service Authority—Adult Drug Court treatment provider in west St. Tammany and Washington Parishes
- 2) Youth Truth—Adult Drug Court treatment provider in east St. Tammany Parish
- 3) Youth Service Bureau—Juvenile Drug Court treatment provider
- 4) Susan Johannsen—client assessment
- 5) Global Safety and Security—drug testing lab service
- 6) St. Tammany Parish Sheriff—security
- 7) St. Tammany Association for Retarded Citizens—janitorial service

**Recommendation:** Establish and maintain current contracts with the compliance officer.

**Response:** The 22nd Judicial District Court now engages the services of a compliance officer through employment rather than contract. The compliance officer is a part-time employee of the Court. He is directly responsible to the juvenile case manager and to the drug court coordinator.

**Recommendation:** Adopt clearly specified job duties in written form for the compliance officer position.

**Response:** The 22nd Judicial District Court has added specific job duties to the job description. The following are attached:

- 8) Compliance Officer Job Description
- 9) Compliance Officer Job Duties

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA PARISHES HUMAN SERVICES AUTHORITY (FPHSA)  
ADDICTIVE DISORDERS SERVICES (ADS)  
AND THE  
TWENTY-SECOND JUDICIAL DISTRICT COURT

1

This agreement is entered into by the Florida Parishes Human Services Authority (FPHSA), Addictive Disorders Services (ADS) and the Twenty-Second Judicial Court to provide drug treatment at Northlake Addictive Disorders Clinic to offenders who are enrolled in the Twenty-Second Judicial Court Adult Drug Treatment Court and to provide a mechanism for payment to FPHSA/ADS for the treatment services it provides to these offenders. The designated contact for Addictive Disorders Services is Suzanne Hutti, OAD Regional Administrator and the designated contact for the Twenty-Second Judicial Court is Judge Peter Garcia, St. Tammany Adult Drug Court Judge, Twenty-Second Judicial Court.

**FPHSA/ADS WILL PROVIDE THE FOLLOWING:**

- Perform appropriate substance abuse assessments on potential clients to determine if they suffer from an alcohol/drug addiction and are appropriate for treatment.
- Admit all eligible participants if the assessment indicates the offender has a substance abuse disorder and if the client is medically and psychiatrically appropriate for drug court treatment.
- Provide treatment consistent with existing Drug Court standards as developed by the Department of Health and Hospitals, Office for Addictive Disorders and the Louisiana Supreme Court which should require intensive outpatient programming, graduated phases of treatment and frequent urine screening while working closely with Drug Court team members to accomplish Drug Court treatment goals as outlined in the Twenty-Second Judicial District Drug Court Treatment Program.
- Provide timely, thorough and accurate status reports to the Case Manager concerning clients to ensure appropriate sanctions and interventions can be ordered by the Judge.
- Be custodian of all records required by the Louisiana Supreme Court and the Twenty-Second Judicial District Court. i.e. program evaluations and any management information system approved by the Louisiana Supreme Court or the OAD/FPHSA, and any other documents requested by the Court..
- Maintain State of Louisiana Health Standards Licensing standards for intensive outpatient programs as evidenced by annual licensing inspections by the state.
- Ensure all State substance abuse counseling certification laws are followed by clinic staff.
- Follow all confidentiality rules as enumerated in the Federal Confidentiality Law-42 CFR.
- Bill the Twenty-Second Judicial Court \$1,848.74 per allocated treatment slot (119) per year. Invoices will be submitted monthly for outpatient treatment and the formula shall be  $119(\$1,848.74)/12$ . This amounts to \$18,333.34 per month.
- Review this Memorandum of Understanding annually with the Twenty-Second Judicial Court and amend on an annual basis as necessary.

**THE TWENTY-SECOND JUDICIAL COURT WILL PROVIDE THE FOLLOWING:**

- Comply with all applicable state and federal confidentiality statutes with primary adherence to 42 CFR, the Federal Confidentiality Law.
- Conform to HIPPA regulations.
- Provide for an evaluator to objectively evaluate program effectiveness of the Drug Court Program and to provide a copy of his/her report to Florida Parishes Human Services Authority.
- Adhere to Drug Court treatment standards as developed by the Department of Health and Hospital, Office for Addictive Disorders and the Louisiana Supreme Court.
- Insure that Florida Parishes Human Services Authority is reimbursed for the provision of treatment services provided to the Twenty-Second Judicial Court based on documentation and billing from FPHSA/ADS at the agreed upon rate stated in this Memorandum of Understanding.
- Review this Memorandum of Understanding annually with the FPHSA/ADS; amend on an annual basis as necessary.

The effective date of this **Memorandum of Understanding** will be effective October 1, 2006 and may be terminated by either party if funding for this program is not appropriated by the Legislature or if the Louisiana Supreme Court does not fund this court.

**TWENTY-SECOND JUDICIAL DISTRICT COURT**

BY: 

Hon. Peter Garcia  
District Judge

**FLORIDA PARISHES HUMAN SERVICES AUTHORITY  
ADDICTIVE DISORDERS SERVICES**

BY: 

Melanie Watkins, FPHSA Executive Director

BY: 

Suzanne Hutti, ADS Regional Administrator

DATE: 9/21/06

DATE: 9/20/06

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA PARISHES HUMAN SERVICES AUTHORITY (FPHSA)  
ADDICTIVE DISORDERS SERVICES (ADS)  
AND THE  
TWENTY-SECOND JUDICIAL DISTRICT COURT**

This agreement is entered into by the Florida Parishes Human Services Authority (FPHSA), Addictive Disorders Services (ADS) and the Twenty-Second Judicial Court to provide drug treatment at Washington Parish Addictive Disorders Clinic to offenders who are enrolled in the Twenty-Second Judicial Court Adult Drug Treatment Court and to provide a mechanism for payment to FPHSA/ADS for the treatment services it provides to these offenders. The designated contact for Addictive Disorders Services is Suzanne Hutti, OAD Regional Administrator and the designated contact for the Twenty-Second Judicial Court is Judge Peter Garcia, St. Tammany Adult Drug Court Judge, Twenty-Second Judicial Court.

**FPHSA/ADS WILL PROVIDE THE FOLLOWING:**


- Perform appropriate substance abuse assessments on potential clients to determine if they suffer from an alcohol/drug addiction and are appropriate for treatment.
- Admit all eligible participants if the assessment indicates the offender has a substance abuse disorder and if the client is medically and psychiatrically appropriate for drug court treatment.
- Provide treatment consistent with existing Drug Court standards as developed by the Department of Health and Hospitals, Office for Addictive Disorders and the Louisiana Supreme Court which should require intensive outpatient programming, graduated phases of treatment and frequent urine screening while working closely with Drug Court team members to accomplish Drug Court treatment goals as outlined in the Twenty-Second Judicial District Drug Court Treatment Program.
- Provide timely, thorough and accurate status reports to the Case Manager concerning clients to ensure appropriate sanctions and interventions can be ordered by the Judge.
- Be custodian of all records required by the Louisiana Supreme Court and the Twenty-Second Judicial District Court. i.e. program evaluations and any management information system approved by the Louisiana Supreme Court or the OAD/FPHSA, and any other documents requested by the Court..
- Maintain State of Louisiana Health Standards Licensing standards for intensive outpatient programs as evidenced by annual licensing inspections by the state.
- Ensure all State substance abuse counseling certification laws are followed by clinic staff.
- Follow all confidentiality rules as enumerated in the Federal Confidentiality Law-42 CFR.
- Bill the Twenty-Second Judicial Court \$1,848.74 per allocated treatment slot (37) per year. Invoices will be submitted monthly for outpatient treatment and the formula shall be  $37(\$1,848.74)/12$ . This amounts to \$5,700.28 per month.
- Review this Memorandum of Understanding annually with the Twenty-Second Judicial Court and amend on an annual basis as necessary.

**THE TWENTY-SECOND JUDICIAL COURT WILL PROVIDE THE FOLLOWING:**

- Comply with all applicable state and federal confidentiality statutes with primary adherence to 42 CFR, the Federal Confidentiality Law.
- Conform to HIPPA regulations.
- Provide for an evaluator to objectively evaluate program effectiveness of the Drug Court Program and to provide a copy of his/her report to Florida Parishes Human Services Authority.
- Adhere to Drug Court treatment standards as developed by the Department of Health and Hospital, Office for Addictive Disorders and the Louisiana Supreme Court.
- Insure that Florida Parishes Human Services Authority is reimbursed for the provision of treatment services provided to the Twenty-Second Judicial Court based on documentation and billing from FPHSA/ADS at the agreed upon rate stated in this Memorandum of Understanding.
- Review this Memorandum of Understanding annually with the FPHSA/ADS; amend on an annual basis as necessary.

The effective date of this **Memorandum of Understanding** will be effective January 1, 2007 and may be terminated by either party if funding for this program is not appropriated by the Legislature or if the Louisiana Supreme Court does not fund this court.

**TWENTY-SECOND JUDICIAL DISTRICT COURT      FLORIDA PARISHES HUMAN SERVICES AUTHORITY  
ADDICTIVE DISORDERS SERVICES**

BY:   
Hon. Peter Garcia  
District Judge

BY: \_\_\_\_\_  
Melanie Watkins, FPHSA Executive Director

BY: \_\_\_\_\_  
Suzanne Hutti, ADS Regional Administrator

DATE: 12/20/06

DATE: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

**PROFESSIONAL SERVICES CONTRACT**

The Twenty-Second Judicial District Court, hereinafter referred to as "the Court" and Youth Truth, Inc., hereinafter referred to as "Contractor" do hereby enter into this professional services contract under the following terms and conditions:

**I. Scope of Services**

Contractor agrees to provide the following services to the 22nd Judicial District Court: conduct a treatment program for up to 85 Slidell adult clients of the 22nd Judicial District Drug Court program consistent with and in conformity with the regulations, procedures, goals and policies of the State of Louisiana Department of Health and Hospitals, the Louisiana Office of Addictive Disorders, 22nd Judicial District Drug Court Treatment Program Reference Manual and with the Louisiana Supreme Court Drug Court Office Manual of Policies and Procedures, including Drug Court Program Standards. Treatment shall include intensive outpatient, outpatient, referral to a detoxification and/or inpatient program if indicated by assessment, aftercare and relapse prevention services. Services shall be rendered in daytime and evening programs. The program typically provides at least two (2) skilled Drug Court services per day in addition to required attendance at self-help support group meetings.

Treatment shall be conducted in three phases: Phase I consists of a minimum of three (3) days per week and minimum of nine (9) skilled Drug Court hours (skilled drug court hours include individual and/or group therapy and therapeutic educational sessions) per week; Phase I should continue for a minimum of two (2) to four (4) months. Phase II consists of two (2) days per week and a minimum of four (4) skilled Drug Court hours per week; Phase II should continue for a minimum of four (4) to six (6) months. Phase III consists of a minimum of two (2) skilled Drug Court hours per week; Phase III should continue for a period of three (3) to six (6) months after which the Drug Court Client should be completed/graduated.

**II. Deliverables**

Contractor agrees to provide the following deliverables to the 22nd Judicial District Court in connection with its administration of the adult treatment program for the 22nd Judicial District Drug Court: 1) operate a licensed treatment facility in Slidell for the term of the contract, 2) provide qualified staff and subcontractors (licensed as required) to provide treatment, 3) conduct necessary urine drug screens and alcohol breath tests as therapeutically necessary and as per Louisiana Supreme Court Drug Court Program Standards, 4) coordinate efforts with other agencies such as mental health agencies, to provide drug court clients with the assistance they require under Access to Recovery or

other such initiatives, 5) provide regular reports to drug court case managers and drug court judges, 6) attend weekly staffing meetings with case management and quarterly oversight committee meetings, 7) provide an invoice to the Drug Court Coordinator by the 3<sup>rd</sup> of every month for services rendered the prior month containing detailed supporting documentation of expenses incurred by Youth Truth, Inc. on behalf of the 22nd Judicial District Drug Court Treatment Program as indicated in Appendix A, 8) maintain detailed client treatment files, 9) enter treatment intake information for each client into the Drug Court Case Management system (DCCM) so as to record client treatment eligibility for Drug Court, 10) prepare timely budget requests, 11) report, on a monthly basis, the Access to Recovery (or any other such initiative) funds applied or and/or used for the benefit of 22nd Judicial District Drug Court clients, 12) maintain a liability policy in the amount of \$1,000,000, naming the 22nd Judicial District Court an additional insured, and provide proof thereof, 13) maintain a license in good standing with the Louisiana Department of Health and Hospitals and provide proof thereof.

### **III. Contacts and Communications**

It is understood by the parties that all communication regarding the drug court programs of the 22nd Judicial District Court from the Louisiana Supreme Court Drug Court Program shall be made directly to the Drug Court Coordinator and may be copied to the Court Administrator. All communication regarding the drug court programs of the 22nd Judicial District Court from the Contractor to the Louisiana Supreme Court Drug Court Program will be copied to the Drug Court Coordinator. The primary contact of the Contractor for the 22nd Judicial District Court drug court programs shall be Christopher Russell.

### **IV. Disclosure and Allocation**

Contractor hereby agrees to disclose any relationship between itself, its principals, officers, board members and its employees with any subcontractors to this contract, their principals, officers, board members and employees in advance of subcontracting.

Contractor hereby agrees to submit, in advance of incurring costs, a cost allocation plan and any revision thereto, for any expenses, including personnel, that are shared between the Court's programs or among any of the Court's programs and any other program or entity. Contractor agrees to comply with cost allocation regulations contained in Office of Management and Budget (OMG) Circular A-87.

### **V. Payment Terms**

The 22nd Judicial District Court agrees to make monthly payments on a reimbursement basis as substantiated in **Deliverable 7)** to Contractor not to exceed \$12,865.16. In acknowledgement that the contract amount was developed based on an optimal client census of 75, but with a cap of 85, the Court agrees to pay Contractor \$160.82\* per month for each client over the census cap of 85.



Payments shall be made to Contractor within ten business days of receipt of invoice from Contractor, but in no case before receipt by the Court of **Deliverables 7**).

Any costs submitted, directly or indirectly, for reimbursement pursuant to the terms of this contract that are determined by the auditors of the 22nd Judicial District Court to be "not allowed" shall not be reimbursed, or if already paid, shall be repaid by Contractor within thirty (30) days of such determination.

No payment will be made for amounts exceeding the annual amount of \$154,382 without a prior approved budget revision.

\*  $\$154,382/80 \text{ clients}/12 \text{ months} = \$160.82$

#### **VI. Taxes**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds received under this contract shall be Contractor's sole obligation.

#### **VII. Term of Contract**

The term of this contract shall be from July 1, 2006 through June 30, 2007.

#### **VIII. Termination**

This contract may be terminated upon the occurrence of any of the following conditions:

- A. Termination for Loss or Reduction of Funding. In the event of notice of the reduction or termination of funding, the Court reserves the right to terminate this contract at any time upon notice provided to Contractor, such notice to be at least equivalent to the number of days advance notice is given to the court. In the case of a reduction of funds, the Court reserves the right to renegotiate the terms and conditions of this contract with Contractor.
- B. Termination for Cause. The Court, through the Chief Judge, may terminate this contract for good cause, including but not limited to, the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Court, through the aforementioned representative, shall give Contractor written notice specifying Contractor's failure. If within thirty days after receipt of such notice, Contractor shall not have either corrected such failure to the satisfaction of the Court and thereafter proceeded diligently to complete the obligations established hereunder, then the Court may, at its sole option, place Contractor in default, and the contract shall terminate on the date specified in such notice.
- C. Termination at Will. The Court, through the Chief Judge, may terminate the contract at any time by giving thirty days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed to the satisfaction of the aforementioned representative.

#### **IX. Ownership**

All deliverables and products created by Contractor under this agreement shall become

the sole property of the Court and shall be returned to the Court, at Contractor's expense, at the termination or expiration of this contract.

#### **X. Performance and Assignment**

Performance on the part of the Contractor of the obligations under this contract shall be made solely by the Contractor. Neither party to this contract shall assign any interest in same, without the prior written consent of the other party.

#### **XI. Auditors**

It is expressly understood that the State of Louisiana, federal or other authorized auditors, including the auditors of the 22nd Judicial District Court, shall have the option of auditing all accounts, records and other documents of the Contractor which relate to this contract, and contractor agrees to cooperate with the auditors as requested.

#### **XII. Legal Relationship**

It is expressly understood by the Court and Contractor that the Contractor shall not be construed to be, and is not, an employee of the court. Contractor shall provide services to the court as an independent Contractor with control over the time, means and methods for accomplishing the services outlined in this contract. Contractor agrees to be solely responsible for all appropriate self-employment tax payments as well as Social Security taxes and any other required taxes or desired benefits.

#### **XIII. Discrimination and Federal and State Compliance**

Contractor agrees not to discriminate and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability. Further, Contractor agrees to comply with any and all state and/or federal regulations or laws governing the funds associated with this contract.

#### **XIV. Record Retention**

Contractor agrees to retain all files, records, and documents relating to this contract for a period of at least four (4) years, and for any longer period of time required by other licensing or regulatory authorities. The Court acknowledges that clinical records and files are the property of the client and Contractor is the custodial agent for said records, and compliance with regulations applicable to those records and files are the responsibility of Contractor.

#### **XV. Louisiana Law**

This contract shall be governed by the laws of the State of Louisiana.

#### **XVI. Notice**

Any notice to Contractor shall be delivered as follows: 1929 2<sup>nd</sup> Street, Slidell, LA 70458

Any notice to the Court shall be delivered as follows: 701 N. Columbia St., Room 3210, Covington, LA 70433

**XVII. Severability**

In the event any term or portion of this contract is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the agreement shall remain in force and effect.

**XVIII. Waivers**


A waiver by either party to this contract or a breach of contract does not constitute a waiver of other conditions or subsequent breaches. Any waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

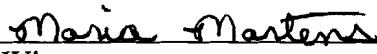
**XIX. Complete Agreement**


This contract and any attachments contain the entire agreement between the parties. Any modification of the provisions herein is ineffective unless reduced to writing and signed by the parties.

THUS DONE AND SIGNED at Covington, Louisiana on the 14<sup>th</sup> day of July, 2006.


FOR THE COURT:

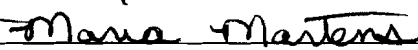
  
\_\_\_\_\_  
Judge Elaine G. DiMiceli

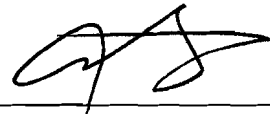
  
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Witness

  
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Witness

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
Christopher Russell for Youth Truth, Inc.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

## **APPENDIX A**

### **Monthly Invoice Documentation**

All dates must be consistent with the reporting period.

Treatment Log consisting of names of clients being treated, number of days of treatment, phase of treatment.

Paycheck stubs and time sheets of treatment counselors.

### **Additional Documentation Required with First Monthly Invoice and Subsequent Invoices if There is a Change**

Copy of facility DHH license.

Proof of insurance.

List of names of treating counselors and their credentials.

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

**PROFESSIONAL SERVICES CONTRACT**

The Twenty-Second Judicial District Court, hereinafter referred to as "the Court" and Youth Service Bureau (YSB) of St. Tammany, hereinafter referred to as "Contractor" do hereby enter into this professional services contract under the following terms and conditions:

**I. Scope of Services**

Contractor agrees to provide the following services to the 22nd Judicial District Court: conduct a treatment program for 26 West St. Tammany Parish juvenile clients of the 22nd Judicial District Drug Court program consistent with and in conformity with the regulations, procedures, goals and policies of the State of Louisiana Department of Health and Hospitals, the Louisiana Office of Addictive Disorders, 22nd Judicial District Drug Court Treatment Program Reference Manual and with the Louisiana Supreme Court Drug Court Office Manual of Policies and Procedures, including Drug Court Program Standards. Treatment shall be developmentally appropriate, tailored to meet the needs of adolescents, needs based, and broadened to include all relevant family members.

Treatment shall be conducted in three phases *including* ~~plus~~ aftercare as described in the attached "Treatment Model" which now forms a part of this contract.

**II. Deliverables**

Contractor agrees to provide the following deliverables to the 22nd Judicial District Court in connection with its administration of the ~~adult~~ *adolescent* treatment program for the 22nd Judicial District Drug Court: 1) operate licensed treatment facilities in Covington for the term of the contract, 2) provide qualified staff and subcontractors (licensed as required) to provide treatment, 3) conduct necessary urine drug screens and alcohol breath tests as therapeutically necessary, and using the Drug Court's or Misdemeanor Probation's breathalyzer equipment, 4) coordinate efforts with other agencies such as mental health agencies, to provide drug court clients with the assistance they require under Access to Recovery, Options or other such initiatives, 5) provide regular reports to drug court case managers and drug court judges, 6) attend weekly staffing meetings with case management and quarterly oversight committee meetings, 7) provide an invoice to the Drug Court Coordinator by the 5th of every month or as soon thereafter as possible for services rendered the prior month containing detailed supporting documentation of expenses incurred by Contractor on behalf of the 22nd Judicial District Drug Court Treatment Program as indicated in Appendix A, 8) maintain detailed client treatment

files, 9) prepare timely budget requests, 10) report, on a monthly basis, the Access to Recovery, Options, or any other such funds applied for and/or used for the benefit of 22nd Judicial District Drug Court clients, 11) maintain a liability policy in the amount of \$1,000,000, naming the 22nd Judicial District Court an additional insured, and provide proof thereof, 12) maintain a license in good standing with the Louisiana Department of Health and Hospitals and provide proof thereof.

### **III. Contacts and Communications**

It is understood by the parties that all communication regarding the drug court programs of the 22nd Judicial District Court from the Louisiana Supreme Court Drug Court Program shall be made directly to the Drug Court Coordinator and may be copied to the Court Administrator. All communication regarding the drug court programs of the 22nd Judicial District Court from the Contractor to the Louisiana Supreme Court Drug Court Program will be copied to the Drug Court Coordinator. The primary contact of the Contractor for the 22nd Judicial District Court drug court programs shall be Donald Henry.

### **IV. Disclosure and Allocation**

Contractor hereby agrees to disclose any relationship between itself, its principals, officers, board members and its employees with any subcontractors to this contract, their principals, officers, board members and employees in advance of subcontracting.

Contractor hereby agrees to submit, in advance of incurring costs, a cost allocation plan and any revision thereto, for any expenses, including personnel, that are shared between the Court's programs or among any of the Court's programs and any other program or entity. Contractor agrees to comply with cost allocation regulations contained in Office of Management and Budget (OMG) Circular A-87.

### **V. Payment Terms**

The 22nd Judicial District Court agrees to make monthly payments on a reimbursement basis as substantiated in **Deliverable 7**) to Contractor. No payment will be made for amounts exceeding the annual amount of \$125,875 without a prior approved budget revision.

Payments shall be made to Contractor within ten business days of receipt of invoice from Contractor, but in no case before receipt by the Court of **Deliverables 7**).

Any costs submitted, directly or indirectly, for reimbursement pursuant to the terms of this contract that are determined by the auditors of the 22nd Judicial District Court to be "not allowed" shall not be reimbursed, or if already paid, shall be repaid by Contractor within thirty (30) days of such determination.

No payment will be made for amounts exceeding the annual amount of ~~\$115,875~~ <sup>\$125,875</sup> without a prior approved budget revision.

## **VI. Taxes**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds received under this contract shall be Contractor's sole obligation.

## **VII. Term of Contract**

The term of this contract shall be from July 1, 2006 through June 30, 2007.

## **VIII. Termination**

This contract may be terminated upon the occurrence of any of the following conditions:

- A. Termination for Loss or Reduction of Funding. In the event of notice of the reduction or termination of funding, the Court reserves the right to terminate this contract at any time upon notice provided to Contractor, such notice to be at least equivalent to the number of days advance notice is given to the court. In the case of a reduction of funds, the Court reserves the right to renegotiate the terms and conditions of this contract with Contractor.
- B. Termination for Cause. The Court, through the Chief Judge, may terminate this contract for good cause, including but not limited to, the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Court, through the aforementioned representative, shall give Contractor written notice specifying Contractor's failure. If within thirty days after receipt of such notice, Contractor shall not have either corrected such failure to the satisfaction of the Court and thereafter proceeded diligently to complete the obligations established hereunder, then the Court may, at its sole option, place Contractor in default, and the contract shall terminate on the date specified in such notice.
- C. Termination at Will. The Court, through the Chief Judge, may terminate the contract at any time by giving thirty days written notice to Contractor. Likewise, Contractor may terminate the contract at any time by giving thirty days written notice to the Court through the Chief Judge. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed to the satisfaction of the aforementioned representative.

## **IX. Ownership**

All deliverables and products created by Contractor under this agreement shall become the sole property of the Court and shall be returned to the Court, at Contractor's expense, at the termination or expiration of this contract.

## **X. Performance and Assignment**

Performance on the part of the Contractor of the obligations under this contract shall be made solely by the Contractor. Neither party to this contract shall assign any interest in same, without the prior written consent of the other party.

## **XI. Auditors**

It is expressly understood that the State of Louisiana, federal or other authorized auditors, including the auditors of the 22nd Judicial District Court, shall have the option of auditing all accounts, records and other documents of the Contractor which relate to this contract, and contractor agrees to cooperate with the auditors as requested.

## **XII. Legal Relationship**

It is expressly understood by the Court and Contractor that the Contractor shall not be construed to be, and is not, an employee of the court. Contractor shall provide services to the court as an independent Contractor with control over the time, means and methods for accomplishing the services outlined in this contract. Contractor agrees to be solely responsible for all appropriate self-employment tax payments as well as Social Security taxes and any other required taxes or desired benefits.

## **XIII. Discrimination and Federal and State Compliance**

Contractor agrees not to discriminate and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability. Further, Contractor agrees to comply with any and all state and/or federal regulations or laws governing the funds associated with this contract.

## **XIV. Record Retention**

Contractor agrees to retain all files, records, and documents relating to this contract for a period of at least four (4) years, and for any longer period of time required by other licensing or regulatory authorities. The Court acknowledges that clinical records and files are the property of the client and Contractor is the custodial agent for said records, and compliance with regulations applicable to those records and files are the responsibility of Contractor.

## **XV. Louisiana Law**

This contract shall be governed by the laws of the State of Louisiana.

## **XVI. Notice**

Any notice to Contractor shall be delivered as follows: 430 N. New Hampshire St.,  
Covington, LA 70433

Any notice to the Court shall be delivered as follows: 701 N. Columbia St., Room  
3210, Covington, LA 70433

## **XVII. Severability**

In the event any term or portion of this contract is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the agreement shall remain in force and effect.



### **XVIII. Waivers**

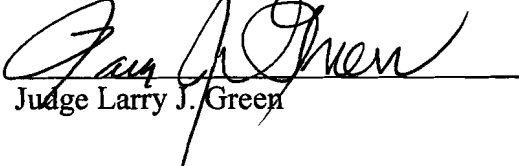
A waiver by either party to this contract or a breach of contract does not constitute a waiver of other conditions or subsequent breaches. Any waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

### **XVIX. Complete Agreement**

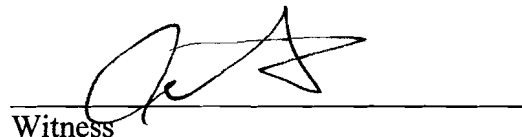
This contract and any attachments contain the entire agreement between the parties. Any modification of the provisions herein is ineffective unless reduced to writing and signed by the parties.

THUS DONE AND SIGNED at Covington, Louisiana on the 13 day of <sup>July</sup>~~June~~, 2006.

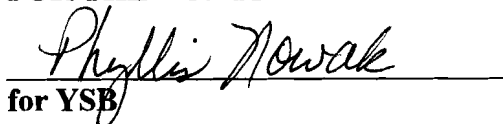
FOR THE COURT:

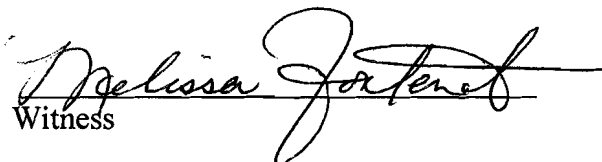
  
Judge Larry J. Green

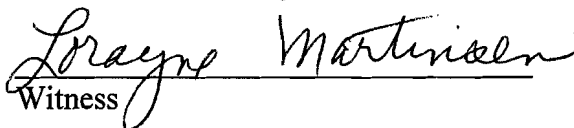
  
Witness

  
Witness

FOR THE CONTRACTOR:

  
for YSB

  
Witness

  
Witness

## **APPENDIX A**

### **Monthly Invoice Documentation**

All dates must be consistent with the reporting period.

Treatment Log consisting of names of clients being treated, number of days of treatment, phase of treatment.

Paycheck stubs and time sheets of treatment counselors.

### **Additional Documentation Required with First Monthly Invoice and Subsequent Invoices if There is a Change**

Copy of facility DHH license.

Proof of insurance.

List of names of treating counselors and their credentials.

**STATE OF LOUISIANA****PARISH OF ST. TAMMANY****PARISH OF WASHINGTON****PROFESSIONAL SERVICES CONTRACT**

The Twenty-Second Judicial District Court, hereinafter referred to as "the Court" and Susan Johannsen, hereinafter referred to as "Contractor" do hereby enter into this professional services contract under the following terms and conditions:

**I. Scope of Services**

Contractor agrees to provide the following services to the 22nd Judicial District Court: provide administrative services as directed by the Drug Court Coordinator and the Court Administrator, to provide assessment services at intake for drug court clients, to train the Intake/Alumni case manager to do intake assessments, to provide in-service training sessions for case management and drug screeners.

**II. Deliverables**

Contractor agrees to provide the following deliverables to the 22nd Judicial District Court in connection with its administration of the adult treatment program for the 22nd Judicial District Drug Court: a schedule and description of monthly in-service training sessions; an update of the Drug Court Policies and Procedures Manual.

**III. Contacts and Communications**

It is understood by the parties that all communication regarding the drug court programs of the 22nd Judicial District Court from the Louisiana Supreme Court Drug Court Program shall be made directly to the Drug Court Coordinator and may be copied to the Court Administrator. All communication regarding the drug court programs of the 22nd Judicial District Court from the Contractor to the Louisiana Supreme Court Drug Court Program will be copied to the Drug Court Coordinator.

**IV. Disclosure and Allocation**

Contractor hereby agrees to disclose any relationship between itself, its principals, officers, board members and its employees with any subcontractors to this contract, their principals, officers, board members and employees in advance of subcontracting.

Contractor hereby agrees to submit, in advance of incurring costs, a cost allocation plan and any revision thereto, for any expenses, including personnel, that are shared between the Court's programs or among any of the Court's programs and any other program or

entity. Contractor agrees to comply with cost allocation regulations contained in Office of Management and Budget (OMB) Circular A-87.

## **V. Payment Terms**

The 22nd Judicial District Court agrees to make monthly payments in the amount of \$1,666.67.

Any costs submitted, directly or indirectly, for reimbursement pursuant to the terms of this contract that are determined by the auditors of the 22nd Judicial District Court to be "not allowed" shall not be reimbursed, or if already paid, shall be repaid by Contractor within thirty (30) days of such determination.

## **VI. Taxes**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds received under this contract shall be Contractor's sole obligation.

## **VII. Term of Contract**

The term of this contract shall be from January 1, 2007 through June 30, 2007.

## **VIII. Termination**

This contract may be terminated upon the occurrence of any of the following conditions:

- A. Termination for Loss or Reduction of Funding. In the event of notice of the reduction or termination of funding, the Court reserves the right to terminate this contract at any time upon notice provided to Contractor, such notice to be at least equivalent to the number of days advance notice is given to the court. In the case of a reduction of funds, the Court reserves the right to renegotiate the terms and conditions of this contract with Contractor.
- B. Termination for Cause. The Court, through the Chief Judge, may terminate this contract for good cause, including but not limited to, the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Court, through the aforementioned representative, shall give Contractor written notice specifying Contractor's failure. If within thirty days after receipt of such notice, Contractor shall not have either corrected such failure to the satisfaction of the Court and thereafter proceeded diligently to complete the obligations established hereunder, then the Court may, at its sole option, place Contractor in default, and the contract shall terminate on the date specified in such notice.
- C. Termination at Will. The Court, through the Chief Judge, may terminate the contract at any time by giving thirty days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed to the satisfaction of the aforementioned representative.

## **IX. Ownership**

All deliverables and products created by Contractor under this agreement shall become

the sole property of the Court and shall be returned to the Court, at Contractor's expense, at the termination or expiration of this contract.

#### **X. Performance and Assignment**

Performance on the part of the Contractor of the obligations under this contract shall be made solely by the Contractor. Neither party to this contract shall assign any interest in same, without the prior written consent of the other party.

#### **XI. Auditors**

It is expressly understood that the State of Louisiana, federal or other authorized auditors, including the auditors of the 22nd Judicial District Court, shall have the option of auditing all accounts, records and other documents of the Contractor which relate to this contract, and contractor agrees to cooperate with the auditors as requested.

#### **XII. Legal Relationship**

It is expressly understood by the Court and Contractor that the Contractor shall not be construed to be, and is not, an employee of the court. Contractor shall provide services to the court as an independent Contractor with control over the time, means and methods for accomplishing the services outlined in this contract. Contractor agrees to be solely responsible for all appropriate self-employment tax payments as well as Social Security taxes and any other required taxes or desired benefits.

#### **XIII. Discrimination and Federal and State Compliance**

Contractor agrees not to discriminate and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability. Further, Contractor agrees to comply with any and all state and/or federal regulations or laws governing the funds associated with this contract.

#### **XIV. Record Retention**

Contractor agrees to retain all files, records, and documents relating to this contract for a period of at least four (4) years, and for any longer period of time required by other licensing or regulatory authorities. The Court acknowledges that clinical records and files are the property of the client and Contractor is the custodial agent for said records, and compliance with regulations applicable to those records and files are the responsibility of Contractor.

#### **XV. Louisiana Law**

This contract shall be governed by the laws of the State of Louisiana.

#### **XVI. Notice**

Any notice to Contractor shall be delivered as follows: 1224 Belair Blvd., Slidell,  
LA 70460

Any notice to the Court shall be delivered as follows: 701 N. Columbia St., Room  
3210, Covington, LA 70433

**XVII. Severability**

In the event any term or portion of this contract is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the agreement shall remain in force and effect.

**XVIII. Waivers**

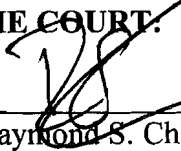
A waiver by either party to this contract or a breach of contract does not constitute a waiver of other conditions or subsequent breaches. Any waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

**XIX. Complete Agreement**

This contract and any attachments contain the entire agreement between the parties. Any modification of the provisions herein is ineffective unless reduced to writing and signed by the parties.

THUS DONE AND SIGNED at Covington, Louisiana on the 8<sup>th</sup> day of January, 2006.


**FOR THE COURT:**

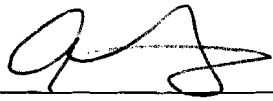
  
\_\_\_\_\_  
Judge Raymond S. Childress

  
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Witness

Vicki Hart  
\_\_\_\_\_  
Witness

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_  
Susan Johansen

  
\_\_\_\_\_  
Witness

Vicki Hart  
\_\_\_\_\_  
Witness

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**PARISH OF WASHINGTON**

## **PROFESSIONAL SERVICES CONTRACT**

The Twenty-Second Judicial District Court, hereinafter referred to as “the Court” and Susan Johannsen, hereinafter referred to as “Contractor” do hereby enter into this professional services contract under the following terms and conditions:

### **I. Scope of Services**

Contractor agrees to provide the following services to the 22nd Judicial District Court: provide administrative services as directed by the Drug Court Coordinator and the Court Administrator, to provide assessment services at intake for drug court clients, to train the Intake/Alumni case manager to do intake assessments, to provide in-service training sessions for case management and drug screeners.

### **II. Deliverables**

Contractor agrees to provide the following deliverables to the 22nd Judicial District Court in connection with its administration of the adult treatment program for the 22nd Judicial District Drug Court: a schedule and description of monthly in-service training sessions; an update of the Drug Court Policies and Procedures Manual.

### **III. Contacts and Communications**

It is understood by the parties that all communication regarding the drug court programs of the 22nd Judicial District Court from the Louisiana Supreme Court Drug Court Program shall be made directly to the Drug Court Coordinator and may be copied to the Court Administrator. All communication regarding the drug court programs of the 22nd Judicial District Court from the Contractor to the Louisiana Supreme Court Drug Court Program will be copied to the Drug Court Coordinator.

### **IV. Disclosure and Allocation**

Contractor hereby agrees to disclose any relationship between itself, its principals, officers, board members and its employees with any subcontractors to this contract, their principals, officers, board members and employees in advance of subcontracting.

Contractor hereby agrees to submit, in advance of incurring costs, a cost allocation plan and any revision thereto, for any expenses, including personnel, that are shared between the Court’s programs or among any of the Court’s programs and any other program or

entity. Contractor agrees to comply with cost allocation regulations contained in Office of Management and Budget (OMG) Circular A-87.

## **V. Payment Terms**

The 22nd Judicial District Court agrees to make monthly payments in the amount of \$1,666.67.

Any costs submitted, directly or indirectly, for reimbursement pursuant to the terms of this contract that are determined by the auditors of the 22nd Judicial District Court to be "not allowed" shall not be reimbursed, or if already paid, shall be repaid by Contractor within thirty (30) days of such determination.

## **VI. Taxes**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds received under this contract shall be Contractor's sole obligation.

## **VII. Term of Contract**

The term of this contract shall be from July 1, 2006 through December 31, 2006.

## **VIII. Termination**

This contract may be terminated upon the occurrence of any of the following conditions:

- A. Termination for Loss or Reduction of Funding. In the event of notice of the reduction or termination of funding, the Court reserves the right to terminate this contract at any time upon notice provided to Contractor, such notice to be at least equivalent to the number of days advance notice is given to the court. In the case of a reduction of funds, the Court reserves the right to renegotiate the terms and conditions of this contract with Contractor.
- B. Termination for Cause. The Court, through the Chief Judge, may terminate this contract for good cause, including but not limited to, the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Court, through the aforementioned representative, shall give Contractor written notice specifying Contractor's failure. If within thirty days after receipt of such notice, Contractor shall not have either corrected such failure to the satisfaction of the Court and thereafter proceeded diligently to complete the obligations established hereunder, then the Court may, at its sole option, place Contractor in default, and the contract shall terminate on the date specified in such notice.
- C. Termination at Will. The Court, through the Chief Judge, may terminate the contract at any time by giving thirty days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed to the satisfaction of the aforementioned representative.

## **IX. Ownership**

All deliverables and products created by Contractor under this agreement shall become



the sole property of the Court and shall be returned to the Court, at Contractor's expense, at the termination or expiration of this contract.

#### **X. Performance and Assignment**

Performance on the part of the Contractor of the obligations under this contract shall be made solely by the Contractor. Neither party to this contract shall assign any interest in same, without the prior written consent of the other party.

#### **XI. Auditors**

It is expressly understood that the State of Louisiana, federal or other authorized auditors, including the auditors of the 22nd Judicial District Court, shall have the option of auditing all accounts, records and other documents of the Contractor which relate to this contract, and contractor agrees to cooperate with the auditors as requested.

#### **XII. Legal Relationship**

It is expressly understood by the Court and Contractor that the Contractor shall not be construed to be, and is not, an employee of the court. Contractor shall provide services to the court as an independent Contractor with control over the time, means and methods for accomplishing the services outlined in this contract. Contractor agrees to be solely responsible for all appropriate self-employment tax payments as well as Social Security taxes and any other required taxes or desired benefits.

#### **XIII. Discrimination and Federal and State Compliance**

Contractor agrees not to discriminate and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability. Further, Contractor agrees to comply with any and all state and/or federal regulations or laws governing the funds associated with this contract.

#### **XIV. Record Retention**

Contractor agrees to retain all files, records, and documents relating to this contract for a period of at least four (4) years, and for any longer period of time required by other licensing or regulatory authorities. The Court acknowledges that clinical records and files are the property of the client and Contractor is the custodial agent for said records, and compliance with regulations applicable to those records and files are the responsibility of Contractor.

#### **XV. Louisiana Law**

This contract shall be governed by the laws of the State of Louisiana.

#### **XVI. Notice**

Any notice to Contractor shall be delivered as follows: 1224 Belair Blvd., Slidell,  
LA 70460

Any notice to the Court shall be delivered as follows: 701 N. Columbia St., Room  
3210, Covington, LA 70433

**XVII. Severability**

In the event any term or portion of this contract is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the agreement shall remain in force and effect.

**XVIII. Waivers**

A waiver by either party to this contract or a breach of contract does not constitute a waiver of other conditions or subsequent breaches. Any waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

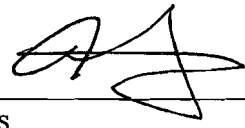
**XVIX. Complete Agreement**

This contract and any attachments contain the entire agreement between the parties. Any modification of the provisions herein is ineffective unless reduced to writing and signed by the parties.

THUS DONE AND SIGNED at Covington, Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 2006.

**FOR THE COURT:**


  
\_\_\_\_\_  
Judge Peter J. Garcia

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_  
Susan Johansen

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

### Master Service Agreement

This Master Services Agreement ('Agreement') is entered into between

Company: 22nd Judicial District Court  
 Located at: 701 N. Columbia St., Ste. 3210  
 City: Covington State: LA Zip: 70433  
 Phone: 985.809.5300 Fax: 985.809.5390  
 Contact: Adrienne A. Stroble Email: astroble@stpgov.org

(Hereafter known as "Company.")

GSSI agrees to provide services to Company, under the general terms and conditions expressed in Addendum A, which is incorporated herein and made a part hereof. Company may select additional services by checking the box(es) below. GSSI agrees to provide these additional services, pursuant to the terms and conditions of this Agreement. These services are expressly outlined on the attached addendum or addenda relating to such services. Any addendum checked below is incorporated into this Agreement as if written herein.

- Addendum A ☒ (Terms and Conditions)  
 Addendum B ☒ (Substance Abuse Program Management Services)  
 Addendum C ☒ (Provider List, automatically applicable with Addendum B)  
 (Sent upon receipt executed M.S.A. and Addendums A and B)  
 Addendum D ☒ (St. Tammany 22<sup>nd</sup> JDC Drug Court Drug Screen Proposal Prices and Services)

**AGREED:**

Company Name: 22<sup>ND</sup> JUDICIAL DISTRICT COURT  
 By: [Signature]  
 Printed Name: Peter J. Garcia  
 Title: Chief Judge  
 Date: 9/28/06

**AGREED:**

Global Safety & Security, Inc. (GSSI)  
 By: [Signature]  
 Printed Name: Alicia Patin Bouchon  
 Title: Vice President  
 Date: 9/28/06

## ADDENDUM A TO MASTER SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Program Term:** The term of this Agreement shall be for a period of twelve (12) months commencing on the date the Agreement has been signed by Company and by GSSI. This agreement will automatically renew after its initial term for additional one-year terms, unless either party terminated the Agreement in writing thirty (30) days prior to the Agreement's anniversary date or as provided in Paragraph 6.
2. **Program Services:** GSSI agrees to provide to Company the services specified in the Registration and Authorization Form attached hereto in accordance with these terms and conditions, and the terms of the attached addendum or addenda relating to the specified services requested by Company ("Services".)
3. **Coordination of Activities:** GSSI will coordinate Services through individuals designated by Company as the Authorized Contact, Alternative Contact, and/or Designated Employer Representative (DER). Company shall notify GSSI in writing of any subsequent designations, or changed to the designations, for Authorized Contact, Alternative Contact, and/or DER as soon as possible.
4. **Indemnification:** GSSI is an independent contractor hired by company solely to administer company's substance abuse prevention program and/or background screening services as requested by Company. Company agrees to indemnify, hold harmless, and defend GSSI, its officers, directors, affiliates, agents, and employees (GSSI indemnified parties) from, and pay any and all damages directly or indirectly resulting from, relating to, arising out of or attributable to, any action or omission on the part of company, its agents, employees, and/or potential employees. GSSI agrees to indemnify, hold harmless, and defend Company, its officers, directors, affiliates, agents, and employees (Company indemnified parties) from, and pay any and all damages directly or indirectly resulting from, relating to, arising out of or attributable to, any action or omission on the part of GSSI, its agents and employees. "Damages" means all damages (including incidental and consequential damages), losses, liabilities, payments, amounts paid.
5. **Pricing and Payment Schedule:** All fees due and payable under this Agreement in connection with Services provided by GSSI to Company shall be paid to GSSI by Company as billed and within twenty (20) days of invoice date. All late payments shall be subject to an additional interest and service charge calculated at the rate of one and one-half percent (1.5%) per month from the date the payment is due until payment is received. If no comment or inquiry relating to an invoice is received by GSSI within twenty (20) days of the billing date, GSSI shall assume the Company has received the invoice and finds the invoice acceptable. GSSI reserves the right to adjust pricing for Services after providing thirty (30) days written notice of price adjustment.
6. **Termination of Agreement:** This Agreement may be terminated by either party at any time, without penalty, with thirty (30) days written notice to the other party of such termination. If Company desires to terminate this Agreement, Company agrees that it will pay GSSI for all Services that have been provided to Company prior to the effective date of termination of this Agreement.
7. **Intellectual Property:** The Parties acknowledge that trademarks, trade names, service marks, copyrights, programs, software (including but not limited to source code and scripts), techniques, enhancements, documentation, business models, pictures, audio, multi-media materials, ideas or formulas provided or utilized by GSSI, or developed by GSSI, or its providers shall remain the sole and exclusive property of GSSI or its providers. Nothing in this Agreement grants the Company the right to use or display the Intellectual Property Rights without GSSI's prior written consent to each such instance. This provision survives the Agreement for a period of eighteen (18) months.
8. **Miscellaneous:**
  - a.) This Agreement will be construed under the laws of the State of Louisiana except where preempted by federal law.
  - b.) Each party agrees to comply with all applicable state and local laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect the party's performance under this Agreement.
  - c.) GSSI shall not be liable to Company for the failure or delay in performance that results from, or is due to, directly or indirectly, and in whole or part, any cause or circumstance beyond the reasonable control of GSSI.
  - d.) This Agreement, including, without limitation, the indemnification provision, shall inure to and bind the permitted successors and assignees of the parties. Neither Company nor GSSI shall assign or transfer this Agreement without the prior approval of either party.
  - e.) Nothing herein shall be construed as limiting GSSI's rights to subcontract or outsource Services.
  - f.) In the event any portion of this Agreement shall be determined to be invalid or unenforceable, that portion will be null and void, and the remainder for this Agreement will be continues to be valid and enforceable to the extend permitted by applicable law. No term or provision shall be deemed waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.
  - g.) This Agreement constitutes the entire agreement between the parties and it supersedes all other agreements and representations, oral or written, expressed or implied. No modification or amendment of this Agreement shall be enforceable, unless in writing and executed by the parties.
  - h.) Notwithstanding any other provision in this Agreement, the obligations, rights and remedies for all indemnity, limitation of liability, and confidentiality obligations set forth in this Agreement shall survive the termination or expiration of this Agreement.
  - i.) This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by both parties, and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.
  - j.) The parties understand that this Agreement is for the sole benefit of GSSI and Company, and no third party shall be deemed a "third party beneficiary" of this Agreement.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDENDUM B  
TO MASTER SERVICE AGREEMENT  
SUBSTANCE ABUSE PROGRAM MANAGEMENT SERVICES**

GSSI is an independent contractor that, pursuant to this Addendum B, will administer Company's drug and alcohol screening programs ("Screening"). Screening will be administered for Company in accordance with, but not limited to, the following:

1. GSSI will perform Drug Court client screening for Company in compliance with applicable federal and/or state law and, to the extent possible under applicable law, in compliance with Company's drug and alcohol screening requirements.
2. Company is responsible for providing any and all information that GSSI determines necessary to perform Screening, including but not limited to a complete list of Company locations and whether Company is subject to federal testing laws. Company is solely responsible for the accuracy and completeness of the information provided to GSSI.
3. Company agrees to abide by all applicable federal, state, and local laws and regulations, including but not limited to, confidentiality and reporting requirements.
4. GSSI will utilize laboratories certified by the Department of Health and Human Services ("DHHS") for the testing of biological specimens when required by Mandated Federal Testing Programs. Testing not mandated by federal regulations will be performed by laboratories certified by DHHS and/or the College of American Pathologists, or that operate pursuant to generally accepted technologies for substance abuse screening.
5. GSSI will provide reports of positive and questionable negative drug test results performed to company and at the request of company, the Medical Review Officers (MRO) contracted or employed by GSSI will review the results.
6. GSSI will maintain Company and Drug Court Client drug and alcohol records as required by law.
7. GSSI will maintain information regarding the status of Screening on the GSSI database and will make such information available to Company in accordance with all applicable laws and regulations. Except where prohibited by law, GSSI may refuse to make available information relating to Screening until such time GSSI has received payment in full for any outstanding obligations by Company.
8. If this Agreement is terminated for any reason, Company assumes full responsibility for the administration of its corporate and/or federally mandated drug and alcohol testing programs, including but not limited to: (i) reporting, (ii) records maintained; and (iii) ensuring confidentiality and security of any confidential information. GSSI will provide Company with any information necessary for this transfer of responsibility. Except where prohibited by law, GSSI may refuse to transfer information relating to Screening, until such time as GSSI has received payment in full for any outstanding obligations by Company.
9. Company shall use any information derived from the Screening ("information") in accordance with applicable law and for the sole purpose of evaluation a current or prospective employee's employment, promotion, reassignment or retention. Company shall treat any information concerning Drug Court Clients as proprietary and confidential, and shall not disclose the information to any other individual, entity, or third-party, except as required by applicable law or in accordance with a court order.
10. This Addendum and any amendment hereto shall be deemed to incorporate, and be subject to, all of the terms and conditions of the Master Services Agreement.
11. The fee schedule for Screening is listed in the GSSI Registration and Authorization Forms.

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of the date set for the below.

Company: 22ND JUDICIAL DISTRICT COURT  
 By: [Signature]  
 Name: PETER T. GARCIA  
 Title: CHIEF JUDGE  
 Date: 9/24/06

Global Safety & Security, Inc. (GSSI)  
 By: [Signature]  
 Name: Alicia Patin Bouchon  
 Title: Vice President  
 Date: 9/28/06

**PROGRAM CONTACT SHEET  
ADDENDUM C**

**Designated Employer Representative:**

Gail Stein and Adrienne Stroble  
701 N Columbia St., Ste 3210  
Covington, LA 70433  
985.809.0547;985.809.5390

**Service Agent:**

Global Safety & Security, Inc.  
Alicia Patin Bouchon, R-CPCT  
4713 Trenton Street, Metairie, LA 70006  
(504) 454-6933

**Medical Review Officer:**

Dr. Dana R. Fouchi, C-MRO  
4729 Trenton Street, Metairie, LA 70006  
(504) 454-6933

**Substance Abuse Professional:** N/A

**Employee Assistance Program:**

Drug Court Client Program administered by the 22<sup>nd</sup> JCD and their approved  
Counselors.

**Random Administrator:** N/A

**Laboratory:**

Advanced Toxicology Network, Inc  
3560 Air Center Cove  
Memphis, TN 38118  
888.222.4894

**Collection Site(s):**

Slidell Drug Court Office  
Covington Drug Court Office

ADDENDUM D  
TO MASTER SERVICE AGREEMENT  
PRICES AND SERVICES

**St. Tammany 22<sup>nd</sup> Judicial District Drug Court (JDC) Drug Screen Proposal**

Global Safety and Security, Inc. (GSS) will offer forensic urine drug screening done by a Federally (DHHS) Certified laboratory in several different options of testing panels. The collectors for these samples will be the employees of the 22<sup>nd</sup> Judicial District Court (JDC). GSS will establish a regular courier network for sample pick up and delivery to the lab.

In order for GSS to handle this management task, the JDC will continue to collect funds from each client/defendant. GSS will bill the JDC for total samples tested, or kits delivered, every two (2) weeks, JDC will process and pay said invoices within 20 days of the invoice.

**GSS Proposed Plan:**

We will offer to provide all the services you now utilize, plus some new panels, described below. This will be for the fees as noted on the below schedule. Our long experience, existing operations and long standing relationships with full scale, Federally certified laboratories, enables us to make this offer. It is important to note that all samples tested by the labs we represent are of the highest caliber, forensic quality and are certified by the U.S. Department of Health & Human Services (DHHS), Substance Abuse & Mental Health Services Administration (SAMHSA).

We will train the collectors for proper sample collection procedures. We will furnish collection cups and transport vials with chain of custody form for all lab panels. We will offer a variety of lab testing panels in order for the JDC to select the drugs tested for and vary the costs to suit your needs.

We will courier all samples from Covington and Slidell Drug Court collection locations with a proper chain of custody documentation to the lab at no cost to the JDC on a daily (Monday – Friday) basis. All samples will be assayed by a state of the art enzyme immuno assay analyzer with results reported expeditiously by computer. All samples detected positive by the screening test will be reported with quantitative results and the remainder of that sample will be resealed and maintained in a frozen state for one (1) year in case of a challenge. Any challenges can be done for an additional charge of \$35 per drug (paid by client?).

Results will be reported online or via email within 24 to 48 hours of pickup from the collection site. Reports will be designed to be case manager or judge specific; or as directed by the Drug Court Coordinator.

Confirmation of any screening positives are done by GC/MS (gas chromatography / mass spectrometer), the ultimate toxicological assay. The GC/MS provides specific detection of any drug or metabolite at the molecular, nanogram level and leaves absolutely no doubt as to the final outcome. Usually, confirmations are not anticipated in criminal justice situations, since upon confrontation, the client will admit. However, it is good to know that such is available when there is a bona fide challenge, or litigation is expected.

We will also conduct special educational programs on drug testing, including chain of custody procedures, cheating, toxicology, medical review and any issue desired to the staff, or judges of the 22<sup>nd</sup> JDC. We will consult with the 22<sup>nd</sup> JDC and its staff on any questions of drug abuse, drug toxicology, drug pharmacology, proper medical use of drugs or drug enforcement laws or regulations.

We will offer to conduct workshops of four (4) and eight (8) hours on subjects listed on Addendum I, below. We will consult, as needed, with the 22<sup>nd</sup> JDC staff on the advisability of utilizing any other scientifically valid testing mediums, e.g., hair testing, saliva testing, point of collection testing, sweat patches and any other forensic methods which may become available in the future.

You may select from the menu in Addendum I, below for programs you desire, or discuss with us any special needs. Our vast experience with drugs, drug abuse and drug enforcement affords us the ability to create custom programs, if needed.

Included, at no additional cost to you, is all training of the collectors at a minimum to the Federal standards. A program to explain all procedures for collection, chain of custody and screening technology for the court and staff. If schedules require two separate presentations, that can be done for no additional charge. An additional program on ***Marijuana & the Brain*** for the court and staff, if desired. And the program, ***Drug Abuse, Pharmacology & Toxicology*** for the court and staff, if desired.



Additional seminars, workshops or presentations can be delivered based on the following fee schedule.

Certified Collectors (other than the 22<sup>nd</sup> JDC collectors) \$ 239.00 each/ minimum class 10, or the interested party can join one of our regular, scheduled sessions at our office for the same fee. The collector is then entitled to be certified by DATIA.

All others programs or presentations:

Half day (4 hours) or less.....\$500.00  
Full day (over 4 hours, but not more than 8 hours)..... \$750.00

Our proposal includes a drug screen panel as per Addendum II  
Also, a description of our Point of Collection screening kit and fee as per Addendum III

A two line toll free telephone system will be provided for clients to us to be advised of their next screening date. The Court will be responsible to give thirty days in advance the screening schedule to GSSI. The telephone system for St. Tammany clients will be provided at no additional charge. The telephone system for Washington Parish clients will be provided at a monthly charge of \$100.00

## **Addendum I**

### ***Courses for future seminars or workshops:***

#### **Certified DER (Designated Employer Representative) Workshop [full day]**

The workshop will cover the entire requirements for a DER under the DOT rules, 49 CFR Part 40. The DER is responsible for implementation and enforcement of all these rules on behalf of the covered employer. Participants can be certified by DATIA\*.

#### **Drug & Alcohol Signs & Symptoms for DOT Compliance [half day]**

Under the DOT rules, each modality requires training of supervisor for reasonable suspicion determinations. The training must cover contemporaneous signs & symptoms and behavior to make that determination. Our seminar exceeds all requirements under any modality. Participants can be certified by Drug Education Associates.

#### **Drug & Alcohol Signs & Symptoms for DOT Compliance, Train the Trainer [full day]**

This is another step above the previous session. This workshop will qualify a covered employer's manager to conduct training sessions on signs & symptoms themselves. This is especially useful for large employers with widespread operations to meet the DOT requirements. The workshops will include a binder with copies of all DOT rules, information of drugs of abuse, signs & symptoms & how to handle suspected employees. Participants will also receive a CD with a copy of the PowerPoint® presentation & assorted brochures. Selected brochures are also available for sale in quantities and with company imprints for large quantities. Participants can also be certified by Drug Education Associates.

#### **Parent's Workshop for Raising Drug Free Kids**

[2 hours per evening X 6 weeks; total 12 hours]

[or 4 hours per evening X 3 weeks, total 12 hours]

This workshop was created due to the many dysfunctional families we see who seek drug testing for their children. In the six sessions, we will cover the problem as follows:

Session 1: Drug dependence, denial, co-dependency and coping as a family

Session 2: Drugs of Abuse, the most common street drugs

Marijuana, cocaine, heroin, methamphetamine, MDMA – Ecstasy

Session 3: Drugs and the Brain: How drugs effect the brain

Session 4: Drug Screening Technology: What we're looking for, What technology works?

Session 5: Cognitive Therapy, Reaching the user and the family

Session 6: Support Groups: AA, NA, CA, and Tough Love  
Participants receive certificate by Drug Education Associates.

The first three programs are designed to help employers comply with the DOT drug and alcohol rules and the fourth is to help the many parents we see who come in with suspected drug abusing kids or court custody battles. I will have a licensed clinical social worker to help on that one. The Parent's Workshop would also be ideal for schools who implement a drug abuse policy.

Additional sessions offered are:

**Drugs of Abuse: Marijuana, Cocaine & Methamphetamine [full day]**

Facts on the drugs, drug abuse & illicit distribution. Colorful slides and PowerPoint® presentation showing the drugs and distinctive factors about each. Participants receive certificate by Drug Education Associates.

**Marijuana and the Brain [half day]**

Is marijuana a really dangerous drug? How the brain works and how drugs effect the brain. Differences between marijuana's effects and other drugs. Why marijuana has such a long term effect. Participants receive certificate by Drug Education Associates.

**Drug Abuse, Pharmacology & Toxicology [half day]**

What goes in is NOT always what comes out. Factors which must be considered in drug dangers, e.g., mode of ingestion, strength or quality, water or fat solubility, lethal dose versus therapeutic dose versus "high" dose, conflicts with other drugs (synergistic, agonistic, antagonistic, etc.). Also, discussed is what and where to look for evidence of drug use/death in the human body. Participants receive certificate from Drug Education Associates.

**Drug & Alcohol Screening [half day]**

The science and the procedures for forensic testing of human samples. Presentation on science of immunoassays, gas chromatography, mass spectrometry, urine, saliva, blood, breath, sweat, and hair screening. Discussion of forensic lab testing versus on site, point of collection testing. Participants certified by Drug Education Associates.

**Forensic Lab Testing of Controlled Substances [half day]**

What the crime lab (CSI) does, with help from a police crime lab chemist. Collection and testing of drugs for criminal prosecution. Open to qualified law enforcement and licensed private investigators only. Participants certified by Drug Education Associates.

**Certified Urine Collector Course [half day]**

Training according to the DOT (Federal) collection rules  
Participants can be certified by DATIA\*

**Certified Breath Alcohol Technician (BAT)**  
[full day classroom, 1/2 day practicum, total 12 hours]

Training according to the DOT alcohol rules  
Participants certified by Drug Education Associates.

**Certified Saliva Testing Technician (STT) [half day]**

Training according to the DOT alcohol rules  
Participants can be certified by DATIA\*

The DOT specifies certain minimum requirements for urine and saliva collectors or breath alcohol technicians and what the responsibilities are for the DER. The DOT does NOT offer certifications.

DATIA\* The Drug and Alcohol Testing Industry Association, which is the principal, national association of entities involved in the profession of drug and alcohol testing. DATIA has authorized certain members to conduct training leading to certification in certain areas. DATIA requires a written exam before they will certify. In our DATIA authorized courses, our presenter has qualified with DATIA and the attendee who desires certification by DATIA will be put in touch with the exam department upon completion of the designation course.

The other courses, above, which are not designed for DATIA certification, will result in the attendee receiving a certificate from Drug Education Associates, which organization was founded in 1981 by Harold C. Patin. Patin has lectured widely in industry, law enforcement and school settings on various drug related subjects for many years. Patin has also trained many drug enforcement officers during his career with the U.S. Drug Enforcement Administration and lectured at many colleges, universities, medical, pharmacy and nursing schools.

**Addendum II**

**Urine Drug Screen, 9 Drug Panel, as follows: @ \$11.00 each**

1. Amphetamine/Methamphetamine
2. Cocaine
3. Cannabis (marijuana)
4. Opiates (morphine, codeine, heroin)
5. PCP (phencyclidine)
- Synthetic opiates  
(6. oxycodone, 7. hydrocodone)
8. Benzodiazepines (Valium, Librium, Restoril, Dalmane, Ativan)
9. Methadone

**Urine Drug Screen, 5 Drug Panel, as follows: @ \$ 7.50 each**

Two panels of five (5) each can be alternated to cover all drugs of interest. The alternating can be done on alternate weeks, or alternate months. Only the panel selected would be done on that group of clients for that test period. Thus, the JDC has options to control various drugs tested and the costs of tests. A possible scenario would be all newly admitted clients are tested for the full nine (9) panel screen. Later, say after reaching the halfway point of their program, clients could be alternately tested for the five (5) panel, A and B screens.

**Panel 5-A**

Five drugs to be selected (e.g., drugs 2, 3, 4, 6, & 7)

**Panel 5 - B**

Five drugs to be selected (e.g., drugs 1, 5, 3, 8, & 9)

**Certified Lab Screens:**

Alcohol (ethanol) metabolite – **EtG** (ethyl glucuronide, urine screen @ **\$21.00 each**)

Specific screen for **Soma®** (carisoprodol), a muscle relaxant, @ **\$18.00 each.**

Creatinine is included in all lab based test panels at no additional charge.

**\*\* Please note:** The above pricing is guaranteed at the volume of a minimum of 500 specimens per week.

**Addendum III**

**Point of Collection Screening Test, 9 Panel Price per cup: \$7.00 each (plus freight)**

Kit is designed to screen for the following drugs:

Amphetamine/Methamphetamine  
Cocaine  
Cannabis (marijuana)  
Opiates (morphine, codeine, heroin)  
PCP (phencyclidine)  
Synthetic opiates (oxycodone, hydrocodone)  
Benzodiazepines  
Methadone

**\*\* Please note: The above pricing is guaranteed at the volume of an average of 100 Point of Collections kits per week.**

For information, or registration information, please contact:  
Alicia Patin Bouchon, V.P. or Harold C. Patin, CPP, CEO  
Global Safety and Security, Inc.  
4713 Trenton Street Metairie, LA 70006 Voice: (504) 454-6933; Ext. 101  
FAX: (504) 454-6934 Email: haroldp625@aol.com

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## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered, effective this 10<sup>th</sup> day of

July, 2006, by and between the following:

22<sup>ND</sup> JUDICIAL DISTRICT COURT DRUG COURT PROGRAM, hereinafter sometimes referred to as "22<sup>nd</sup> JDC", appearing herein by and through Adrienne Stroble, Judicial Administrator of the 22<sup>nd</sup> JDC;

THE ST. TAMMANY PARISH SHERIFF'S OFFICE, hereinafter sometimes referred to as "Sheriff", represented and appearing herein by Rodney J. Strain, Jr., Sheriff of St. Tammany Parish, duly authorized by law.

### WITNESSETH:

WHEREAS, the Sheriff and 22<sup>nd</sup> JDC agree and recognize the mutual benefits which will inure them from this Agreement; and

WHEREAS, the St. Tammany Parish Sheriff's Office agree to provide a full-time deputy at the 22<sup>nd</sup> Judicial District court for law enforcement and related services at the premises of the 22<sup>nd</sup> JDC Drug Court Program at the Parish Courthouse, Covington, LA 70433;

WHEREAS, 22<sup>nd</sup> JDC agrees to pay the St. Tammany Parish Sheriff's Office for the costs of the deputy on a monthly basis, which amount shall be inclusive of all salary, benefits and other costs associated with the deputy as an employee of the St. Tammany Parish Sheriff's Office; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind themselves as follows:

### ARTICLE I. SHERIFF'S RESPONSIBILITY.

1. The Sheriff shall assign a full time deputy at the 22nd Judicial District Court Drug Court Program for law enforcement duties and related services required of that deputy. Full-time deputy shall mean a deputy available forty (40) hours per week to be assigned each week. At all times, the deputy shall remain under the supervision, discretion, and control of the Sheriff, however the deputy shall also be responsible for fulfilling all requirements detailed in the attached job description.

2. Sheriff shall provide to the deputy one marked deputy car, one mobile telephone, and other equipment as needed in order for the deputy to accomplish his duties.
3. Sheriff shall pay the deputy's salary and all taxes for deputy due to federal, state and local government and shall provide all benefits due the deputy as would be provided and/or otherwise to the deputy as an employee of the St. Tammany Parish Sheriff's Office.

#### ARTICLE II. 22<sup>nd</sup> JDC RESPONSIBILITY

1. 22<sup>nd</sup> JDC shall be responsible for payment of an amount equal to the salary of the deputy and any and all benefits due the deputy as would be provided and/or otherwise available to the deputy as an employee of the St. Tammany Parish Sheriff's Office as is encumbered above. Said payment shall be made on a monthly basis payable to the St. Tammany Parish Sheriff's Office. The amount payable each month shall be \$3,500.00, which amount shall be inclusive of all amounts owed by 22<sup>nd</sup> JDC under this Agreement. This amount shall be increased at the same rate as the pay scale for other deputies in the Sheriff's Office of the same rank as the deputy provide herein.
2. Nothing herein shall be deemed to render the deputy an employee of 22<sup>nd</sup> JDC, it being the intent of the parties that at all times herein the deputy is and shall remain an employee of the Sheriff
3. The Administrator of the 22<sup>nd</sup> JDC shall represent 22<sup>nd</sup> JDC in this Agreement and shall be responsible for the administration of the program described herein on behalf of 22<sup>nd</sup> JDC. The deputy at all times shall remain under the supervision, direction and control of the Sheriff.

#### ARTICLE III. MISCELLANEOUS

1. The right to cancel this agreement reserved by both parties to the Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their undersigned officers each in the presence of the undersigned two competent witnesses in the Parish of St. Tammany, state of Louisiana,



as of the date first hereinabove set out, after due reading of the whole in various counterparts.

WITNESSES:

THE 22<sup>ND</sup> JUDICIAL DISTRICT COURT  
DRUG COURT PROGRAM

AA

By: [Signature]

Linda Russell

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ST. TAMMANY PARISH SHERIFF'S  
OFFICE

[Signature]

BY: [Signature]

RODNEY J. STRAIN, JR., SHERIFF

Jason Markheim

## **DRUG COURT DEPUTY**

### **Scope of Work**

With input from the 22<sup>nd</sup> Judicial District Court Judges and Administrator, oversee all assigned aspects of the drug court and serve the drug court's interest in enforcing the programs conditions. This involves coordination of home visits, drug testing, work service and community service components of the drug court. At all times the deputy shall work under the exclusive supervision, direction and control of his supervisors at the STPSO.

### **Responsibilities**

1. Assist with maintaining a complete list of drug court participants and graduates.
2. Keep the Administrator generally informed of his work activities.
3. Assist other law enforcement in monitoring participants' adherence to the drug court program, as allowed and authorized by the STPSO.
4. Attend all status hearings as needed.
5. If specifically authorized by his supervisors at the STPSO, assist probation and parole officers on random home visits and searches of drug court participants when 1) such searches or visits are a condition of the participants probation or parole; 2) probable cause exists so that such action is permitted; 3) a warrant has been issued; or 4) safety of the officer or the public is at stake.
6. Provide security for drug testing as needed.
7. If specifically authorized by his supervisors at the STPSO, promptly execute bench warrants and other processes of the court as directed by the court, in conjunction with other STPSO resources and deputies.
8. If specifically authorized by his supervisors at the STPSO, transport drug court participants when necessary.
9. Maintain contact with law enforcement to help identify for the court "public problem areas" from which program participants should be prohibited as a condition of participation.
10. If specifically authorized by his supervisors at the STPSO, specifically authorized by his supervisors at the STPSO, help with law enforcement to monitor drug court participants in public areas and establishments.

11. Function as a liaison between law enforcement and drug court, developing professional relationships with Narcotics Division, Probation & Parole and all other law enforcement agencies.
12. Carry out appropriate orders as directed by District Court Judges.
13. The principal function of the drug court deputy is to act as a court room security officer. Any criminal patrol, probation and parole or similar functions for the drug court deputy must be cleared with the deputy's supervisor at the STPSO.

**Commercial Business Division**1541 St. Ann place  
Slidell, La 70460**Contact:**  
Mark Baham  
Division AdministratorRhonda T. Clark  
Commercial Linen Coordinator

Phone: (985) 661-9122

Fax: (985) 661-1499

**CONTRACT**22nd J.D.C. (Drug Court)Company8/11/2006Date333 N. New HampshirePhysical AddressGail Stein/Charlotte McLainContactsamdMailing Address(985) 809-0547PhoneCovington, LA 70433City/State/Zip(985) 809-0336FaxDear: Charlotte McLain/Gail Stein

We are pleased to submit our quotation for

Janitorial Service**Work**Description: Dusk, Sweep, Mop and clean bathrooms according to customers specifications.Price: \$64.27 per hour workedDelivery: Service will be provided every Friday - every other FridayConditions: This contract is for 36 months. Either party can terminate the contract with a 30 day written notice.Terms: Customer will be billed monthly. Payment due within 15 days, if overdue 3% of invoice will be charged.We appreciate the opportunity of contraction with you and look forward to being of service to you  
If you have any questions please callRhonda Clark  
Rhonda Clark - Linen Service CoordinatorMark Baham (by RC)  
Mark Baham - Commercial Business Division AdministratorGail Stein  
Customer Signature8-11-06  
Date8-11-06  
Date8-23-06  
Date

## JUVENILE COMPLIANCE OFFICER

### JOB DESCRIPTION

Under the supervision of the 22<sup>nd</sup> JDC Drug Court Program, the Juvenile Compliance Officer is a monitoring specialist. He/she is responsible for providing information to the court on matters concerning drug court client monitoring and to the treatment providers and probation officers.

1. Conducts house visits on assigned clients to verify curfew and house arrest rules.
2. Breathalyzes and performs random drug screens on clients, as needed.
3. Documents client behavior and significant events and reports the information obtained during the house visits to the drug court juvenile case manager, probation officer and/or treatment provider.

### TRAINING AND EXPERIENCE

Bachelor's degree in sociology, psychology, corrections, criminal justice or a closely related field, or equivalent combination of training and experience.

### KNOWLEDGE, ABILITIES AND SKILLS

- A. Knowledge of interviewing techniques.
- B. Knowledge of investigative and fact gathering techniques.
- C. Knowledge of substance abuse related problems in an individual.
- D. Ability to express ideas clearly and consciously, orally and in writing to individuals.
- E. Ability to establish and maintain effective working relationships with other employees and the general public.
- F. Ability to deal firmly and tactfully and impartially with people contacted in the course of the work.
- G. Ability to make reasonable and objective decisions.
- H. Computer skills.

## JUVENILE COMPLIANCE OFFICER

### JOB DUTIES

Compliance officer will make one home or work visit to each juvenile client every week unless instructed by the juvenile case manager differently.

Compliance officer will make one telephone contact with each juvenile client every week unless instructed by the juvenile case manager differently.

Compliance officer will document each visit or contact to the juvenile case manager by e-mail or other written communication agreeable to the juvenile case manager and Drug Court coordinator. Such documentation shall include the date, time and place of the visit/contact, whether a drug test was administered, a narrative about the visit/contact and the results of the drug test, if administered. Documentation must be submitted in a timely manner so as to provide accurate information for weekly staff meetings and weekly court sessions.

Compliance officer will document travel miles to client home/work visits and submit mileage for reimbursement subject to State travel regulations. Reimbursement requests must include odometer readings and must be submitted at the end of each month. Completed travel reimbursement forms must be approved by the Drug Court Coordinator.

Compliance officer will attend at least one court session of Juvenile Drug Court per month together with the judge's staff meeting prior thereto.

Compliance officer will perform any other functions required by the Drug Court coordinator or judge.

Twenty-Second Judicial District Court  
State of Louisiana

12

ADRIENNE A. STROBLE  
COURT ADMINISTRATOR

astroble@stpgov.org



ST. TAMMANY  
WASHINGTON  
PARISHES

August 28, 2006

Mr. Houston Gascon  
Office of the District Attorney  
701 N. Columbia Street  
Covington, LA 70433

Re: 2005 Audit Findings for 22nd Judicial District Court

Dear Mr. Gascon:

Pursuant to Chief Judge Garcia's request, I send this letter for the purpose of providing some background on the audit issues that have been referred to your office for further investigation. A copy of the audit findings is attached.

The first issue refers to compliance officers hired by Human Services Foundation to work for both the Covington and Slidell Juvenile Drug Court programs. I enclose a letter dated April 20, 2006, together with its own attachments, sent by me to our auditor addressing this first issue. The second issue refers to the appropriation of LRS grant funds to pay personnel expenses of Drug Court employees. The confusion of LRS and Drug Court employees became apparent early in 2006, if not before. It was addressed at a meeting of HSF representatives and Drug Court judges on March 23, 2006 at which time HSF reported that a full separation of employees had been accomplished as of March 20, 2006.

The Supreme Court (funding source for Drug Court) has requested to be advised when a file on this matter is opened. The contact is Mr. Scott Griffith, Supreme Court Drug Court Administrator, 1555 Poydras St., Suite 1550, New Orleans, LA 70112, (504) 568-2025.

Sincerely,

Adrienne Stroble  
Court Administrator

Twenty-Second Judicial District Court  
State of Louisiana

13



ST. TAMMANY  
WASHINGTON  
PARISHES

ADRIENNE A. STROBLE  
COURT ADMINISTRATOR

astroble@stpgov.org

April 27, 2007

Mr. Houston C. Gascon, III  
First Assistant District Attorney  
Office of the 22<sup>nd</sup> Judicial District Attorney  
701 N. Columbia Street  
Covington, LA 70433

Re: 2005 Audit Findings for 22nd Judicial District Court

Dear Mr. Gascon:

As part of the Court's effort to continually disclose information which may have a bearing on the above matter which has previously been referred to your office, I enclose a report of the State of Louisiana Department of Social Services. While the report is directed to the Louisiana Supreme Court, it specifically cites the operations of the 22nd Judicial District Court in several of its findings. The Supreme Court will respond to the report as the direct grantee of DSS funding, and I have drafted my own response to the Supreme Court on behalf of the 22nd Judicial District Court for those issues involving this Court. That response is also enclosed. Any supplemental responses that become warranted will be copied to you. Further, a report of the Legislative Auditor is anticipated in this matter, but has not yet been received. When it is received and a response is drafted, again, you will be copied.

If you have questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

Adrienne Stroble  
Court Administrator

enclosures

cc: 22nd Judicial District Court Judges  
Scott Griffith, Supreme Court Drug Court Office



## Human Services Foundation Response



# Rainer, Anding & McLindon

Attorneys at Law

8480 Bluebonnet Boulevard, Suite D  
Baton Rouge, Louisiana 70810

Robert R. Rainer  
George K. Anding, Jr.  
John S. McLindon

Telephone (225) 766-0200  
Facsimile (225) 766-0279

May 22, 2007

Mr. Tom Bolton  
Office of the Legislative Auditor  
State of Louisiana  
1600 North 3<sup>rd</sup> Street  
P.O. Box 94397  
Baton Rouge, LA 70804-9397

Re: Human Services Foundation  
Audit of the 22<sup>nd</sup> JDC

Dear Tom:

Please allow this letter to serve as our response to the draft of the audit which your office prepared regarding the 22<sup>nd</sup> Judicial District Court. As you know I represent Human Resources Foundation and we appreciate the opportunity given to us to file this response.

The draft report given to us consists of six pages. I will make reference to the paragraphs on each page although the paragraphs themselves are not numbered.

In the first paragraph on page 1 the report states "In an attempt to validate the payments, Mr. Massimini and Mr. Guice Giambrone, both HSF employees, submitted documentation containing what appears to be false information." The sentence is incorrect in two respects. First, Mr. Guice Giambrone is not an employee of HSF. He is an independent contractor who provides consulting services not only to HSF but to other companies. Likewise Bill Massimini was not an employee of HSF. He was an independent contractor. Second, the sentence, as written, implies that Mr. Massimini and Mr. Giambrone together prepared and submitted documentation containing apparently false information. This is not a proper interpretation of that sentence. No documents referenced in that paragraph were prepared by Mr. Giambrone. They may have been delivered by Mr. Giambrone but he had no input whatsoever in providing the substance of those documents.

Paragraph one also states that Mr. Massimini's contract required him to log an average of 30 hours a week; however no time records were kept. The contract states that Mr. Massimini "will maintain and log an average of 30 hours per week". The contract does not require any written records to be kept of the time maintained and logged by Mr. Massimini. "Log" as used in the contract means to spend time. Ellen Calvert, the author of the contract, specifically wanted the contract worded that way. Ms Calvert talked to

Mr. Massimini frequently and discussed what he was doing. There was never any intention that he keep written time records of the hours he logged.

The fourth paragraph on page 1 states that Mr. Massimini “failed to document his time as required by the contract.” As noted above the contract did not require written timesheets. In addition to handwritten reports and e-mails verbal reports were given to Ms. Calvert approximately every other day. Ms. Calvert required and insisted on more involvement on the part of the compliance officer by requiring communication with him several times a week as opposed to one written report at the end of the month. It is denied that he visited fewer drug Court clients.

The fifth paragraph on page one states that Mr. Massimini wrote a letter to Adrienne Strobel the court administrator regarding oral reports to case managers. Representatives of HSF have not been provided a copy of that letter and therefore cannot comment on it. Moreover, Bill Massimini did not work for or report to Ms. Alicia Steudlein. If Ms. Steudlein was concerned that Mr. Massimini was not completing tasks, she never mentioned this to Guice Giambrone or Ellen Calvert. Apparently she may have mentioned this to Mr. Dickson. When Ellen and Guice became aware of a claim that Mr. Massimini was not doing his work, they suspended the contract with Mr. Massimini.

The first full paragraph on page 2 states that Judge Jim Lamz of the Slidell City Court did not know he had a compliance officer until January of 2006. This is inexplicable in light of the fact that Judge Lamz sat in meetings attended by Bill Massimini and Keith Bowman in which these men gave updates and reports on their work. Attached to this letter as exhibit 1 is a facsimile sheet sent from Judge Lamz’s court regarding juvenile drug court. Bill Massimini and Keith Bowman’s name both appear on this. This document was prepared by Judge Lamz and/or his staff.

It is true that Judge Lamz requested documentation of work performed by the compliance officer during 2005. Mr. Giambrone, a contractor for HSF, not an employee who regularly worked in the drug court program, went to David Dickson who was a HSF employee regularly working in the drug court, and requested these reports. Mr. Dickson provided the reports to Mr. Giambrone who simply delivered them to Judge Lamz. Mr. Giambrone had nothing to do with the creation or content of the reports. It should be noted here that Mr. Dickson is a disgruntled former employee and any adverse statements made by him about HSF should be viewed in that light.

In the second full paragraph on page 2 it is reported that David Dickson was directed by Ms. Calvert to create the documentation that the Judge had requested. This is a false statement or

it is written in such a way to have a mistaken interpretation. What is true is that Ms. Calvert asked Mr. Dickson to gather up the reports requested by Judge Lamz. Ms. Calvert did not "direct" Mr. Dickson to "create" the documentation the judge had requested. If Mr. Dickson did intentionally design the reports to be vague then that is his wrong doing and was done without the knowledge or consent of anyone at HSF. The copy of the report attached to the draft audit is completely unacceptable to the supervisors at HSF, specifically Ellen Calvert. When Mr. Dickson prepared this report he did not tell either Mr. Giambrone or Ms. Calvert that he was doing it in this manner and in all likelihood was covering his own inadequacies. Again, Mr. Giambrone simply delivered these documents unaware what was in them. Mr. Dickson acted independently and on his own in regard to these reports.

The third paragraph on page 2 may be factually correct, but is written in non chronological order leading to confusion and possible misinterpretation. When Judge Lamz was not satisfied with the reports he requested additional records. Mr. Giambrone, at that point, told Judge Lamz that the reports were probably in storage and it would take some time to get them. After that, Mr. Giambrone found out from Mr. Dickson that the reports were not in storage and could be e mailed. When Mr. Dickson e mailed them to Mr. Giambrone, he in turn provided them to Judge Lamz. Mr. Giambrone did not contradict himself as he was unaware that the information was on a computer.

The first paragraph on page 3 sets forth 4 instances of inconsistencies. HSF employees and/or representatives have never been allowed to review the documents listed there. In fact, when HSF representatives mentioned that they would go to the Courthouse to look at the individual files to see if necessary documentation was in there, HSF received a copy of the attached e mail (see exhibit 2), which in sum threatens them with arrest if they do so.

As to the 13 former drug court juveniles or their parents who were interviewed, obviously HSF wasn't a party to those interviews and cannot comment on the reliability or credibility of these people.

In the next paragraph it should be noted that Mr. Giambrone had no idea that the text and some of the entries had been changed. This was first brought to his attention by Tom Bolton with the Legislative Auditors Office. It is true that Mr. Giambrone could offer no explanation to how these things occurred as he was not involved in the preparation of these reports. He had nothing to do with the input of any of the data.

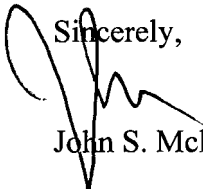
In the next paragraph it is true that an annual financial audit of the 22nd JDC was conducted. However, auditors never requested information from Guice Giambrone or Ellen Calvert. Mr. Giambrone received one call from the auditor who was calling merely to introduce himself. Guice informed him that Mr. Dickson would be the appropriate contact person. Guice

asked Adrienne Stoble several times if the auditor needed any information. Guice gave Adrienne anything she needed for the audit (see exhibits 3, 4 & 5). The rosters referenced in that paragraph were prepared solely by Mr. Massimini. Again, Mr. Giambrone may have delivered some documents to Judge Lamz but the content and substance of those documents were not prepared by Guice Giambroni.

Any and all statements made by Mr. Massimini can only be attributed to him. Mr. Massimini is not an employee of HSF. He was an independent contractor. Likewise, Mr. Bowman was not an HSF employee. He was hired by Mr. Massimini.

The second to last paragraph of the report, states that there were no executed contracts between HSF and the 22<sup>nd</sup> JDC. Attached as Exhibits 6 & 7 are two e-mails between Guice Giambrone and Adrienne Stoble. The first notes Judge Garcia has signed a contract which apparently would be good through June of 06. In the second e-mail Adrienne acknowledges that she has received the contract and that Guice did not need to send it again. It is unknown why the 22<sup>nd</sup> JDC's court administrator cannot produce these contracts in light of these e-mails.

Once agin we appreciate the opportunity to respond to this audit. Should you need any additional information please don't hesitate to contact us. We have always been ready and willing to meet with you and provide you any information you need.

Sincerely,  
  
John S. McLindon

JSM/krp

Enclosures



## CITY COURT OF SLIDELL

WARDS 8 AND 9  
ST. TAMMANY PARISH  
SLIDELL, LOUISIANA

JAMES "JIM" LAMZ  
JUDGE  
SUSAN S. ORDOYNE  
CLERK OF COURT  
KATHLEEN K. FALER  
CHIEF DEPUTY CLERK

501 BOUSCAREN STREET  
POST OFFICE BOX 1094  
SLIDELL, LOUISIANA 70459  
TELEPHONE (985) 643-1274  
FAX (985) 646-2618

### FACSIMILE TRANSMITTAL SHEET

**To:**

Judge Peter Garcia	809-5391	Mr. Guice Giambrone	225-767-1912
Judge Larry Green	809-5339	Ms. Ellen Calvert	225-767-1912
Ms. Sue Williams	809-5339		
Mr. Don Cox	809-5398		

Julie Eudy	OYD: 543-4100	David Dickson	809-0336
Johnny Prentice		Beronica Sullivan	
Carrie Austin		Christy Indest	
Mark Davis		Donna Arostegui	

Alicia Steudlein 639-0220

Tiffany Gilley Youth Truth 639-0220  
Chris Russel

Bridgette Suire Northshore Options: 727-7064  
Danielle Aldridge

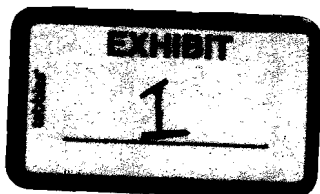
Chris O'Regan Operation Jumpstart: 727-1164

Bill Massimini and Keith Bowman

**RE: JUVENILE DRUG COURT**

**TOTAL NUMBER OF PAGES: 2**

IF THERE ARE ANY PROBLEMS WITH THIS FACSIMILE, PLEASE CALL:  
985-643-1274. THANK YOU.





guiceg@hotmail.com

Printed: Wednesday, November 29, 2006 5:21 PM

**From :** Kristy Massimini <kristymass@hotmail.com>  
**Sent :** Tuesday, April 4, 2006 5:21 PM  
**To :** ecalvert@usa.net, guicea@cox.net, guiceg@hotmail.com  
**Subject :** FW: Check this out, from Partol Captain Foltz

Ellen and Guice,

This is some pretty serious stuff. Have you heard anything about this? Please call me ASAP!!

Kristy

From: "William Massimini" <wmassimini@slidellpd.com>  
 To: <kristymass@hotmail.com>  
 Subject: Check this out, from Partol Captain Foltz  
 Date: Tue, 4 Apr 2006 12:17:06 -0500

>  
 >  
 > -----Original Message-----  
 > From: Kevin Foltz  
 > Sent: Thu 3/30/2006 3:54 PM  
 > To: Patrol; Communications; Investigations  
 > Cc:  
 > Subject: City Court

> All Personnel

> I have been advised by Judge Lamz that as of 1700 hrs on Friday March 31, 2006 he will no longer have a contract with Human Services Foundation (HSF) they have been the administrator for Slidell City Court's, District Court. Judge Lamz advised that by order of the court no property and or records can be removed from 1929 Second St. Judge Lamz has sent a letter to HSF stating this and has asked that we assist in enforcing his order. If a 911 call is received from Youth Truth located at 1929 Second St. (across the street from the post office) the Slidell Police Department will assist in keeping the peace, and in the removing of any unwanted subjects at that location. We are also to assist in the prevention of any property being removed from the premises at 1929 Second St.

> Judge Lamz has also requested that we extra patrol that location. I am requesting that each time an officer makes a pass that they have a 4CP item issued.

> If any one has a question please feel free to call me at 768-2113.

> Contact person at Youth Truth is Christopher Russell.

> Captain Kevin J. Foltz

> Patrol Commander





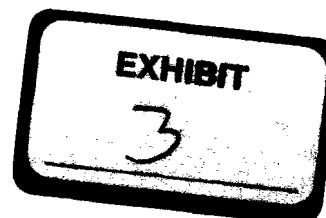
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**From :** Adrienne Stoble <astroble@stpgov.org>  
**Sent :** Monday, April 10, 2006 4:06 PM  
**To :** "guice giambrone" <guiceg@hotmail.com>  
**Subject :** Treatment Record Regs

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I've sent the information you've given me to Slidell. I'll fax this Section 7435 to them also. I haven't heard that they need anything else.

Adrienne





guiceg@hotmail.com

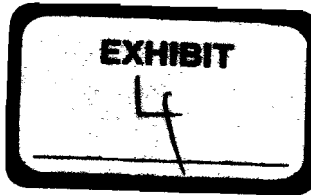
Printed: Monday, November 13, 2006 4:49 PM

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**From :** Adrienne Strobe <astroble@stpgov.org>  
**Sent :** Monday, July 24, 2006 3:36 PM  
**To :** "gateano giambrone" <guiceg@hotmail.com>  
**Subject :** Audit

---

Our auditors are waiting for information from Sildell City Court which is expected this week. Have a call into Esther at City Court to be sure they are on track. Will keep you posted.





guiceg@hotmail.com

Printed: Wednesday, November 29, 2006 4:41 PM

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**From :** Adrienne Stroble <astroble@stpgov.org>  
**Sent :** Monday, August 7, 2006 2:49 PM  
**To :** "guice giambrone" <guiceg@hotmail.com>  
**Subject :** RE: youthtruth

---

Our audit is complete. I will send, by fax, the pertinent parts. Slidell City Court, this court, and the Supreme Court will have to determine what further action is required.

-----Original Message-----

**From:** guice giambrone [mailto:guiceg@hotmail.com]  
**Sent:** Thursday, August 03, 2006 12:48 PM  
**To:** astroble@stpgov.org  
**Subject:** youthtruth

I received an e mail from Chris Russel. He has received the check in question and it was deposited. It seems that it cleared our bank yesterday and the bank will be sending copies of the requested checks. We hope to have them to you early next week. Do you need any additional information? Did your auditors find all the information they were seeking for the juvenile contract?



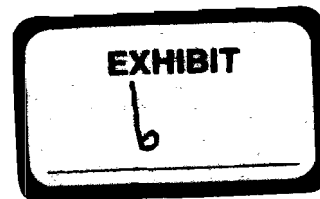
**From :** Adrienne Stroble <astroble@stpgov.org>  
**Sent :** Tuesday, April 4, 2006 3:39 PM  
**To :** "guice glambrone" <guiceg@hotmail.com>  
**Subject :** HSF/22nd JDC Contract

📎 Attachment : Mar06HSFContract.doc (0.04 MB), BoilerplateContractAppendixA.doc (0.04 MB)

Guice:

Judge Garcia has signed a contract to get us from March thru June. Will you be in Covington or Frankinton anytime soon so that I can give it to you? I attach a copy for you to review in advance of getting the original.

Adrienne





guiceg@hotmail.com

Printed: Wednesday, November 29, 2006 4:23 PM

---

**From :** Adrienne Stoble <astroble@stpgov.org>  
**Sent :** Wednesday, April 19, 2006 8:59 PM  
**To :** "guice glambrone" <guiceg@hotmail.com>  
**Subject :** HSF Contract

---

I have received the contract—no need to send again. I want to be sure we are all on the same page about communications through the period of this contract. I am the contact for the Supreme Court, and you are the Court's HSF contact. Just as you have not called the Supreme Court, I ask that Ellen not call them either. I am faxing the 22<sup>nd</sup> JDC-HSF contract to Scott Griffith this afternoon, and he is releasing checks this afternoon. Hope this helps. Adrienne

